1508.

SUPREME COURT OF THE UNITED STATES.

No. 155.

AMOS J. BRUCE AND FRANKLIN STEELE, PLAINTIFFS,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT UNITED STATES, FOR THE DISTRICT OF MISSOURI.

INDEX.

	Original.	Print.
Writ of error	1a	1
Declaration	1	2
Summons and marshal's return	4	4
Alias summons and return	5	5
Order filing pleas	6	6
Defendants' pleas	7	6
Pleas withdrawn, as to Steele	7	7
Demurrer to pleas	8	7
Plea of defendant Steele	9	8
Demurrer to plea of Steele	9	8
Pleas of defendant Steele	10	9
Replication to pleas	14	12
Death of Atchison suggested	15	12
Verdict of jury and judgment	15	13
Motion for new trial	16	14
Motion overruled	17	14
Bill of exceptions	17	14
Bond of Bruce and Steele	17	15
Transcript of account current between Bruce and United States	19	16
Testimony of Richard G. Murphy	41	36
Instructions asked by defendants	42	37
Deposition of H. H. Sibley	42	37

GIDEON, print.

	Original	Print.
Deposition of Peter Quinn	43	38
Deposition of F. Steele	44	39
Deposition of S. J. Findley	45	39
Deposition of G. H. Pond	47	41
Deposition of P. Prescott	48	42
Testimony of J. B. Sarpy and R. Fisher	52	44
Instructions asked by defendant	52	45
Instructions given by the court	53	45
Motion for new trial overruled, and exceptions signed	54	46
Interrogatories, &c., vouchers filed by defendant Steele, and referred to in depositions, but not made part of record	55	47

Writ of error.

UNITED STATES OF AMERICA, *ss.*

[SEAL.] To the honorable the judges of the circuit court of the United States, for the district of Missouri, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court of the United States before you, at the April term, 1853, between the United States of America, plaintiffs, and Amos J. Bruce and Franklin Steele, defendants, a manifest error has happened, to the great damage of the said Amos J. Bruce and Franklin Steele, as by their complaint appears; we being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceeding aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court, this 4th day of June, in the year of our Lord 1853.

Issued at office in the city of St. Louis, under the seal of the circuit court of the United States, for the Missouri district, the date last above written.

BEN. F. HICKMAN, *Clerk.*

Allowed by me,

R. W. WELLS,
District judge U. S., for Missouri.

MISSOURI DISTRICT, *sct.*

I, Benjamin F. Hickman, clerk of the circuit court of the United States, for the Missouri district, do hereby certify, that in obedience to the within writ of error, I herewith send annexed to the same a copy of the record and proceedings in the case of United States against Amos J. Bruce and Franklin Steele, as directed by said writ.

Given under my hand, this 12th day of September, 1853.

BEN. F. HICKMAN, *Clerk.*

THE UNITED STATES OF AMERICA,
Eighth circuit, Missouri district, sct.

Pleas before the honorables John Catron and Robert W. Wells, judges of the circuit court of the United States of America, in and for the Missouri district, on the day of April, A. D. 1853.

THE UNITED STATES, plaintiffs,
against
BRUCE, Atchison, and Steel, defendants. } Debt on bond.

Be it remembered, that heretofore, to wit, on the 28th day of April, in the year of our Lord eighteen hundred and forty-nine, the following declaration, in debt, was filed in the office of the clerk of the circuit court of the United States, for the Missouri district, to wit:

Declaration.

UNITED STATES OF AMERICA.

In the circuit court of the United States, for Missouri district, of Missouri, October term, 1849.

The United States of America complains of Amos J. Bruce, John Atchison, and Franklin Steele, of a plea that they render to them, the said United States, the sum of twenty thousand dollars, which the said Amos J. Bruce, John Atchison, and Franklin Steele owe to and unjustly detain from the said United States.

For that, whereas, the said defendants, heretofore, to wit, on the twenty-ninth day of August, in the year of our Lord eighteen hundred and forty-four, at the district aforesaid, executed their certain writing obligatory, a certified copy whereof is now here to the court produced and shown, the original thereof having been filed according to law in the Treasury Department at Washington city, and thereby acknowledged themselves to be held and firmly bound unto the said United States of America, in the sum of twenty thousand dollars, for the payment whereof well and truly to be made to the said United States of America the said defendants then and there bound themselves, their executors and administrators, jointly and severally by said writing obligatory, sealed with their seals and dated on said twenty-ninth day of August, in the year eighteen hundred and forty-four, with a condition thereunder written, that whereas, the said Amos J. Bruce had been appointed agent for the Sioux tribe of Indians, and had accepted said appointment, if the said Amos J. Bruce should at all times thenceforth, and during his holding and remaining in said office, carefully discharge the duties thereof, and faithfully expend all public moneys, and honestly account for the same, and for all public property which should come into his hands in his said capacity of Indian agent, and should promptly turn over all balances of public money and public property, that might be at any time in his hands when called upon to do so without fraud or delay, then said obligation was to be void, else to remain in full force and virtue.

And said plaintiffs aver, that said Amos J. Bruce has not kept the condition of the said writing obligatory, but has broken the same in this, to wit, that after the execution of said writing obligatory, the said Amos J. Bruce had in his hands as agent for the Sioux tribe of Indians a large sum of money, to wit, the sum of twenty-three thousand four hundred and ninety-six $\frac{5}{100}$ dollars on the first day of July, in the year eighteen hundred and forty-eight, the balance whereof over and above all just credits to which the said Amos J. Bruce was entitled as Indian agent as aforesaid, was the sum of ten thousand one hundred and ninety-one dollars and sixty-nine cents, on the day and year last aforesaid, which said balance, the said Amos J. Bruce, according to the condition of the said writing obligatory, should have paid and turned over to the said United States of America when thereto called upon and required. And on the first day of July, in the year of our Lord eighteen hundred and forty-eight, at the district of Missouri aforesaid, the said Amos J. Bruce was required and called upon to turn over and pay said balance to the said United States of America. But the said Amos J. Bruce wholly neglected and refused so to do, and hath not yet turned over or paid to the said United States of America the balance aforesaid, to wit, the sum of ten thousand one hundred and ninety-one $\frac{69}{100}$ dollars, or any part thereof, but hath wholly neglected and refused so to do, although often requested and called on so to do, to wit, on the day and year last aforesaid, and often afterwards, to wit, on the first day of January, in the year eighteen hundred and forty-nine, at the district aforesaid.

And said plaintiffs further say, that the said Amos J. Bruce has further broken the condition of the said writing obligatory in this, to wit: that on the first day of July, in the year eighteen hundred and forty-eight, at the district aforesaid, the said Amos J. Bruce, as Indian agent as aforesaid, had in his possession, custody and charge, and there had come to his hands as Indian agent for the Sioux tribe of Indians as aforesaid, a large sum of public money belonging to the said United States of America, to wit, the sum of twenty-three thousand four hundred and ninety-six $\frac{5}{100}$ dollars, the balance whereof remaining in the hands of the said Amos J. Bruce over and above all credits to which he was entitled as such agent, was, on said first day of July, in the year eighteen hundred and forty-eight, the sum of ten thousand one hundred and ninety-one $\frac{69}{100}$ dollars; which balance he, the said Amos J. Bruce, according to the condition of the said writing obligatory, should have paid over to the said United States when called upon so to do; and on the first day of January, in the year eighteen hundred and forty-nine, the said United States of America called upon the said Amos J. Bruce to turn over and pay to them the said balance of ten thousand one hundred and ninety-one dollars $\frac{69}{100}$, being in his hands as aforesaid; but the said Amos J. Bruce did not, and would not, pay and turn over to the said plaintiffs the said sum of money, to wit, the balance aforesaid of ten thousand one hundred and ninety-one $\frac{69}{100}$ dollars, nor any part thereof, but to pay or turn over the same the said Amos

J. Bruce wholly neglected and refused, whereby the condition of said writing obligatory has become broken, and an action hath accrued to said plaintiffs to demand and have of and from said defendants the sum of money above demanded; yet the said defendants, although often requested, have not yet paid to said plaintiffs the sum of money above demanded, nor any part thereof, but to pay the same they have hitherto altogether neglected and refused, to the damage of the plaintiffs in the sum of twelve thousand dollars; wherefore they sue.

THOS. T. GANTT,
U. S. attorney for Mo.

Upon which declaration the following summons issued, to wit:

Summons.

MISSOURI DISTRICT, *sct.*

The President of the United States, to the marshal of the Missouri dis-
[SEAL.] trict, greeting:

You are hereby commanded to summon Amos J. Bruce, John Atchison, and Franklin Steele, citizens of the State of Missouri, that they be and appear before the honorable circuit court of the United States, for the district of Missouri, at the next term thereof, to be held at the city of St. Louis, in and for said district, on the first Monday of October next, then and there to answer unto the United States of America, in a plea of debt $20,000, to the damage of said plaintiffs $12,000. Hereof fail not; and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the thirtieth day of April, A. D. 1849.

Issued at office, in the city of St. Louis, under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Upon which summons the marshal made the following return, to wit:

Marshal's return.

I hereby certify, that I have this day executed the within writ, by reading the same to and within the hearing of John Atchison, the defendant, at St. Louis, district of Missouri. I also offered to read to him the declaration hereto attached, which he declined to hear; this 1st day of September, 1849. Fees, service on Atchison, $2 00.

JNO. W. TWICHELL,
U. S. marshal, Mo. district.

Amos J. Bruce and Franklin Steele not found. Sept. 28th, 1849.

JNO. W. TWICHELL,
U. S. marshal, Mo. dist.

At a court held on the 3d day of October, 1849, the following order was made in this case, viz:

Order for alias.

UNITED STATES
vs.
AMOS J. BRUCE, John Atchison, and Franklin Steele.

It appearing that the writ issued in this case has been returned not executed by the marshal: On motion of the district attorney, it is ordered by the court that an alias issue, returnable herein to the next April term; which alias is in the words and figures following:

Alias summons.

MISSOURI DISTRICT, *sct.*

The President of the United States, to the marshal of the Missouri dis-
[SEAL.] trict, greeting:

You are hereby commanded to summon Amos J. Bruce, John Atchison, and Franklin Steele, citizens of the State of Missouri, that they be and appear before the honorable circuit court of the United States, for the district of Missouri, at the next term thereof, to be held at the city of St. Louis, in and for said district, on the first Monday of April next, then and there to answer unto the United States of America, in a plea of debt of twenty thousand dollars, to the damage of said plaintiff twelve thousand dollars. Hereof fail not; and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the ninth day of October, A. D. 1849.

Issued at office, in the city of St. Louis, under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN,
Clerk C. C. U. S., Mo. dist.

Upon which summons the marshal made the following return, viz: (before which is the following endorsement by the clerk:) The within summons is to be executed only on the defendants, Amos J. Bruce and Franklin Steele, a former one having been served on the defendant, John Atchison.

BEN. F. HICKMAN, *Clerk.*

Marshal's return.

I hereby certify, that I executed the within writ, by reading the same, together with the declaration hereto annexed, to and within the hearing of the within named defendant, Franklin Steele, at the city of St. Louis, dis. of Missouri, this 18th day of October, 1849.

JOHN W. TWICHELL,
Fees $2 00. *U. S. marshal, Mo. dist.*

Marshal's return.

I certify that I executed the within writ on Amos J. Bruce, the with-

in named defendant, by reading the same to him and within his hearing; I also offered to read to him the declaration hereto annexed, which he refused to hear. Thus done at St. Genevieve, district of Missouri, this 25th day of February, 1850.

JNO. W. TWICHELL,
U. S. marshal, Mo. dist.

And afterwards, on Wednesday, April 3d, 1850, the following proceedings were had in this case, viz:

Order filing pleas.

UNITED STATES
vs.
BRUCE, STEELE, AND ATCHISON.

This day come the said defendants, by attorney, and file pleas No. 1, 2, 3 and 4, to the action of said plaintiffs; which pleas are as follows, viz:

In the circuit court of the United States, Missouri district.

UNITED STATES OF AMERICA
vs.
AMOS J. BRUCE, JOHN ATCHISON, AND FRANKLIN STEELE.

Pleas Nos. 1, 2, 3, *and* 4.

1. The said defendants, by Crockett & Marshall, their attorneys, come, and for plea say, that they do not owe the plaintiffs the several sums of money in the declaration mentioned, or any part thereof; and of this they put themselves upon the country.

CROCKETT & MARSHALL,
Att'ys for def'ts.

2. And for further plea in this behalf, the said defendants say, that the said writing obligatory in the declaration mentioned is not their act and deed; and of this they put themselves upon the country.

CROCKETT & MARSHALL,
Att'ys for def'ts.

And the plaintiffs do the like.

J. D. COOK, *U. S. dist. atto.*

3. And for further plea in this behalf the said defendants say, that they have well and truly kept and performed the condition annexed to the said writing obligatory, and have not broken the said condition in manner and form as alleged in said declaration; and of this they put themselves upon the country.

CROCKETT & MARSHALL,
Att'ys for def'ts.

4. And for further plea in this behalf the said defendants say, that before the commencement of this suit, they well and truly paid to the plaintiff the several sums of money in the declaration mentioned, and this they are ready to verify.

CROCKETT & MARSHALL,
Att'ys for def'ts.

Afterwards, on Friday, the 5th day of April, 1850, the following proceedings were had, viz:

Order allowing pleas to be withdrawn as to Steele.

UNITED STATES
vs.
BRUCE, STEELE, AND ATCHISON.

This day comes the said defendant, Franklin Steele, by Mr. Leslie, his attorney, and so far as *as* the said defendant, Steele, is concerned, the pleas heretofore filed by the defendants in this case are withdrawn.

Afterwards, on Monday, April 15th, 1850, the following proceedings were had, viz:

UNITED STATES
vs.
BRUCE, STEELE, AND ATCHISON.

On motion and upon the affidavit of Miron Leslie, esq., this cause is continued until the next term of this court, at the costs of the defendant, Steele.

Afterwards, on Wednesday, April 17th, 1850, the following proceedings were had in this case:

Demurrer to plea.

UNITED STATES
vs.
BRUCE, ATCHISON, AND STEELE.

This day come the said United States, by the district attorney, and file their demurrer to the pleas No. one, two and three, of the said defendant, Atchison, which is as follows, to wit:

In the circuit court of the United States, for district of Missouri.

Demurrer.

UNITED STATES OF AMERICA
against
AMOS J. BRUCE, JOHN ATCHISON, impl'd.

And now the said plaintiffs say, for any thing in the first, third, and fourth pleas of said defendants, the said plaintiffs ought not to be barred or precluded from having and maintaining their said action against

them, because *because* they that the said several pleas are, and each of them is, insufficient in law to bar and preclude them from having and maintaining said action against said defendants; and this said plaintiffs are ready to verify. Wherefore, for want of sufficient pleas in this, said plaintiffs pray judgment, &c.

J. D. COOK, *U. S. dist. atto.*

Afterwards, on the 7th day of October, 1850, the following proceeding was had, viz:

UNITED STATES
vs.
BRUCE, STEELE, &c.

Plea of defendant Steele.

Plea filed by the defendant, Steele, which is as follows:

In the United States circuit court, October term, 1850.

UNITED STATES
vs.
FRANKLIN STEELE and others.

And now the said defendant, Franklin Steele, by Leslie, his attorney, comes and defends the wrong and injury, when, &c., and says that he does not owe the said sum of money above demanded, or any part thereof, in manner and form as the said plaintiff hath above thereof complained against him; and of this he, the said defendant, puts himself upon the country, &c.

MIRON LESLIE, *Att'y for defendant Steele.*

Afterwards, on Wednesday, October 9th, 1850, the following proceeding was had, to wit:

Order filing demurrer to plea of Steele.

UNITED STATES
vs.
BRUCE, STEELE & ATCHISON.

This day comes the attorney for the United States, and files his demurrer to the plea of the defendant Steele, filed herein on Monday last; and the defendant, by attorney, confesses the said demurrer, and by consent the said plea is withdrawn. Whereupon, on motion, and by consent, time is given the said defendant to file a special plea.

Which demurrer is in the words and figures following, to wit:

Demurrer.

In the circuit court United States, October term, 1850.

UNITED STATES
vs.
FRANKLIN STEELE, imp'd with Amos J. Bruce.

The said plaintiffs, by the district attorney, say the plea of said Franklin Steele by him pleaded, and the matters therein, are insufficient in law to bar and preclude said plaintiff from having and maintaining the said action thereof against him, and this they are ready to verify; whereupon they pray judgment, &c.

J. D. COOK, *U. S. dist. att'y.*

And afterwards, at a court held on Monday, the 7th day of April, 1851, the following order was made:

UNITED STATES
vs.
BRUCE, ATCHISON & STEELE.

This day come the parties, by attorneys, and upon the application and statement of M. Leslie, esq., attorney for defendant Steele, the district attorney agreeing that said statement shall be received as if made under oath; it is ordered by the court that this suit be continued at the costs of the said defendant Steele, with the understanding that, at the next April term of this court, the defendants must be ready for trial, as no further continuance will be granted them.

And afterwards, on the 10th day of April, 1851, the following order was made in this case:

Order filing plea of Steele.

THE UNITED STATES
ag'st
BRUCE, STEELE & ATCHISON.

Ordered, that the pleas of defendant Steele, marked No. 1, 2 and 3, and left with clerk, in his office, on the first day of April, be now entered as filed in this case, which pleas are as follows, to wit:

Pleas No. 1, 2 *and* 3, *of defendant Steele.*

In the circuit court of the United States for Missouri, April term, 1850.

UNITED STATES OF AMERICA
vs.
AMOS J. BRUCE, John Atchison and Franklin Steele. } No. 1.

And the defendant, Franklin Steele, by M. Leslie, his attorney, comes and defends the wrong and injury, when, &c., and craves oyer of the said supposed writing obligatory in the said declaration mentioned, and it is read to them in the words following, viz:

Know all men by these presents, that Amos J. Bruce, John Atchison and Franklin Steele, are held and firmly bound unto the United States of America, in the sum of twenty thousand dollars, lawful money of the United States, to be paid to the said United States, for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals. Dated the 29th day of August, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-eighth.

He, the said defendant, also craves oyer of the condition of said supposed writing obligatory in the said declaration mentioned, and it is read to him in these words: "The condition of this obligation is such, that whereas the above bounden Amos J. Bruce has been appointed agent for the Sioux tribe of Indians, and has accepted said appointment: Now, if the said Amos J. Bruce shall and doth at all times henceforth, and during his holding and remaining in said office, carefully discharge the duties thereof, and faithfully expend all public moneys, and honestly account for the same, and for all public property which shall or may come into his hands, in his said capacity of Indian agent, and shall promptly turn over all balances of public money and public property that may be at any time in his hands, when called upon to do so, without fraud or delay, then the above obligation to be void, otherwise to remain in full force and virtue." And says that the said plaintiff ought not to have or maintain the aforesaid action thereof against him, the said defendant, because he says that the said Amos J. Bruce mentioned and set forth in the above writing obligatory, read to him as aforesaid on oyer, did, from time to time, and at all times after the making of said writing obligatory, and the said condition thereof well and truly observe, perform, fulfil and keep all and singular the articles, clauses, payments, conditions and agreements in the said condition of said writing obligatory specified, comprised, and mentioned in all things therein contained, on his part and behalf to be observed, performed, fulfilled and kept, according to the tenor and effect, true intent and meaning of the said condition of the said writing obligatory; and this the defendant Franklin Steele is ready to verify; wherefore he prays judgment, &c.

No. 2. And for further plea in this behalf the said Franklin Steele, one of the above named defendants, says that the said plaintiffs ought not to have or maintain the said action thereof against him, because he says that the said Amos J. Bruce, the principal in the bond upon which this action is founded, while in the employment of the plaintiff as Indian agent as aforesaid, and in the discharge of his duty as such agent, disbursed and paid out, for the use and benefit of the said plaintiff, large sums of money, from time to time during the continuance of his agency, at the special instance and request of the plaintiff, the entire benefit of which hath accrued to the said plaintiff, and the plaintiff hath been credited with the same on account of treaty stipulations with

the Sioux tribe of Indians, and by and through such payments and disbursements as aforesaid the plaintiff hath in part fulfilled her stipulations with said tribe of Indians, which said sum of money amounts to the sum of fifty thousand dollars, which, together with the sums of money already credited and allowed to the said Amos J. Bruce, in his quarterly settlement, exceeds all the money and property ever put into his hands by the plaintiff for disbursement, as such Indian agent as aforesaid; and this the said defendant is ready to verify; wherefore he prays judgment, &c.

No. 3. And for further plea in this behalf the said defendant, Franklin Steele, says that the said plaintiff ought not to have or maintain her aforesaid action thereof against him, because he says that the said Amos J. Bruce, the principal in the bond upon which this action is founded, while in the employment of the plaintiff as such Indian agent as aforesaid, and in the discharge of his duty as such agent, did, from time to time during such agency, furnish for the use and benefit of the plaintiff, and at her special instance and request, divers goods, wares and merchandise, and work and labor, to a large amount in value, to wit: in the value of fifty thousand dollars, from time to time during his agency as aforesaid; and the plaintiff hath been credited with the same on account of treaty stipulations with the Sioux tribe of Indians, and by and through said goods, wares and merchandise, and labor furnished and performed, the plaintiff hath in part fulfilled and performed her stipulations with said tribe of Indians, which said sum of money exceeds all balances claimed to be due from the said Amos J. Bruce, and, together with the amount already credited to said Bruce by the plaintiff, exceeds in amount all sums of money, and all property ever put into his hands for disbursement or payment as such Indian agent as aforesaid; and this the said defendant is ready to verify; wherefore he prays judgment.

MIRON LESLIE, *Att'y for Steele.*

Afterwards, on Tuesday, October 7, 1851, the following order was made in this case, to wit:

UNITED STATES
vs.
BRUCE, ATCHISON & STEELE.

On motion of the defendant, by attorney, it is ordered that the clerk of this court opens the sealed depositions in this case, which is here now done accordingly.

Afterwards, on Tuesday, April 13th, 1852, the following order was made in this case, to wit:

UNITED STATES
ag'st
BRUCE, ATCHISON & STEELE. } Debt.

This day come the United States, by district attorney, and on his motion it is ordered that this case be continued until next term of this court.

And afterwards, on Wednesday, the 20th day of April, 1853, the following proceeding was had in this case:

THE UNITED STATES, plaintiffs,
ag'st
BRUCE, ATCHISON & STEELE, defendants. } Debt on bond.

This day come the United States, by district attorney, and file replication to pleas No. 1, 2 and 3, filed herein by defendant Steele; which replication is as follows, viz:

Replication to pleas.

UNITED STATES
vs.
BRUCE, ATCHISON & STEELE.

And the said plaintiff, by attorney, comes, and for answer to the plea of the said Steele, by him firstly above pleaded, says that said defendant has not, at all times after the making of said writing obligatory and the condition thereof, well and truly performed, fulfilled and kept all the clauses, articles and agreements in said condition specified and mentioned in said condition, as he has above thereof alleged; and of this she puts herself upon the country.

COALTER, *Att'y for plaintiff.*

And to the plea of said Steele, secondly above pleaded, plaintiff answers and says, that Amos J. Bruce, principal in said bond, did not, as Indian agent aforesaid, and in the discharge of his duty as such Indian agent, pay out and disburse, to and for the use of the plaintiff, fifty thousand dollars, as he has above thereof alleged, or any other sum; and of this plaintiff puts herself upon the country.

COALTER, *Att'y for plaintiff.*

And for answer to the third plea of said Steele, plaintiff says that Bruce, the principal in said bond, did not as such Indian agent, and in the discharge of his duty as such, furnish for the use and benefit of the plaintiff, and at her instance and request, goods, wares and merchandise, and work and labor, as he has above thereof in his said plea alleged; and of this she puts herself upon the country.

COALTER, *for plaintiff.*

And afterwards, on Monday, the 25th day of April, 1853, the following order was made, viz:

Death of Atchison suggested, and Jury sworn.

THE UNITED STATES, plaintiffs,
against
BRUCE, ATCHISON & STEELE, defendants. } Debt on bond.

This day come the United States, by district attorney, who suggests

to the court that the defendant, John Atchison, has departed this life, and the death of said Atchison being satisfactorily proven to the court, on motion of said district attorney: It is ordered, that this suit abate as to the said John Atchison. And thereupon come the other defendants by their attorney, and both parties being ready for trial: It is ordered, that a jury come, and thereupon comes said jury, (viz:) Sullivan Blood, Joseph Woodman, Phineas Bartlett, Edward Shacklett, Thomas Andrews, A. E. Orme, George Wask, Volney C. Musick, John Lay, Edwin H. Farnsworth, William M. Bacon, and Enoch Price, twelve good and lawful men, who were elected, tried, and sworn well and truly to try the issue joined; and the evidence not being concluded at the hour of adjournment, further proceedings are continued until to-morrow morning.

Afterwards, on Tuesday, April 26th, 1853, the following judgment was rendered in this case:

Verdict of jury and judgment.

THE UNITED STATES, plaintiffs,
against
AMOS J. BRUCE and FRANKLIN STEELE, defendants. } Debt on bond.

This day come again the parties, by their attorneys, and the jury sworn herein all appeared in court, and the evidence having been closed, the jury returned the following verdict, viz: We, the jury, find for the plaintiff, and assess the damages, by reason of the breach of the condition assigned in the declaration, to the sum of six thousand three hundred and thirty-three dollars and eighty-five cents. It is therefore considered by the court, that the United States of America recover against the said Amos J. Bruce and Franklin Steele, the sum of twenty thousand dollars, the debt in the declaration mentioned, to be discharged by the payment of the said sum of six thousand three hundred and thirty-three dollars and eighty-five cents, the damages as aforesaid by the jury assessed, with interest thereon at the rate of six per cent. per annum from the 26th day of April, 1853, until paid, and also the costs in this behalf expended; and that execution issue therefor.

Afterwards, on the 26th of April, 1853, the following proceeding was had in this case, to wit:

THE UNITED STATES
against
AMOS J. BRUCE and FRANKLIN STEELE. } Debt on bond.

This day comes the defendant, Steele, by his attorney, and moves the court to grant a new trial in this case, for the reasons and upon the grounds set forth in said motion. Which motion is in the words and figures following, to wit:

Motion for a new trial.

In the U. S. circuit court, for the district of Missouri.

UNITED STATES
vs.
FRANKLIN STEELE et al.

Defendants, by their attorneys, move the court to grant a new trial in above entitled case, for the following reasons:

1st. Because the verdict is against the evidence and against the law and evidence.

2d. Because the court gave improper instructions to the jury.

3d. Because the court refused to give instructions asked by defendants, which ought to have been given.

6th. Because the court allowed improper evidence on the part of the plaintiff.

LESLIE & BARRETT, *Atty's for def't.*

Afterwards, on Friday, the 29th day of April, 1853, the following order was made in this case:

Order overruling motion for new trial.

THE UNITED STATES, plaintiffs,
against
AMOS J. BRUCE and FRANKLIN STEELE, defendants. } Debt on bond.

The court having examined the grounds and reasons set forth in the motion made by defendant Steele to grant him a new trial in this case, and being satisfied of and concerning the same, do now order that said motion be and the same is hereby overruled.

Afterwards, on Wednesday, May 11th, 1853, the following proceeding was had in this case:

Order filing bill of exceptions.

THE UNITED STATES, plaintiffs,
against
BRUCE and STEELE, defendants. } Debt on bond.

This day come defendants, by their attorney, and file their bill of exceptions, which was allowed by the court, signed, sealed and ordered to be made part of the record in this case. Which bill of exceptions is as follows, to wit:

Bill of exceptions.

UNITED STATES
vs.
STEELE and others.

In the circuit court of U. States.

Be it remembered, that on the trial of the above entitled cause plaintiff offered in evidence the bond given by Bruce, dated August 29th, 1844, which is as follows, to wit:

(Copy.)—*Bond of Bruce, Steele, &c., to United States.*

Know all men by these presents, that we, Amos J. Bruce, John Atchison, and Franklin Steele, are held and firmly bound unto the United States of America in the sum of twenty thousand dollars lawful money of the United States, to be paid to the said United States, for which payment well and truly to be made we bind ourselves, and each of us, and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents, sealed with our seals, dated the 29th day of August, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-eighth.

The condition of the above obligation is such, that whereas the above bounden Amos J. Bruce has been appointed agent for the Sioux tribe of Indians, and has accepted said appointment: Now if the said Amos J. Bruce shall and doth at all times henceforth and during his holding and remaining in said office carefully discharge the duties thereof, and faithfully expend all public moneys and honestly account for the same, and for all public property which shall or may come into his hands in his said capacity of Indian agent, and shall promptly turn over all balances of public money and public property that may be at any time in his hands when called upon to do so without fraud or delay, then the above obligation to be void, otherwise to remain in full force and virtue.

AMOS J. BRUCE, [SEAL.]
JOHN ATCHISON, [SEAL.]
FRANKLIN STEELE, [SEAL.]

Sealed and delivered in presence of—
J. PRESCOTT.

I, Henry H. Sibley, notary public, hereby certify that the securities to the foregoing bond are amply sufficient for the penalty thereof.

HENRY H. SIBLEY,
Notary public, Clayton county, Iowa.

I, Amos J. Bruce, swear that I will well and faithfully serve the United States in the office of Indian agent; that I will carefully attend to all such orders and instructions as I shall from time to time receive from the President of the United States, the Secretary of War, or the person under whose direction I am or may hereafter be placed; and that in all things belonging to my said office during my continuance therein, I will faithfully, justly and truly, according to the best of my skill and judgment, do equal and impartial justice, without fraud, favor or affection.

AMOS J. BRUCE.

Sworn and subscribed before me, this 5th Sept., 1844, at St. Louis, Missouri.

GEORGE A. HYDE,
Justice of the peace, St. Louis county, Missouri.

UNITED STATES OF AMERICA,
District of Missouri, ss.

I hereby certify that the securities to the within and foregoing bond are in my opinion sufficient to secure the United States in the penalty thereof.

Given under my hand the 24th September, 1844.

R. W. WELLS,
Judge of the U. S., for the district of Missouri.

Also a transcript of the account current between Bruce and the United States, which is as follows, to wit:

Transcript of account current between A. J. Bruce and United States.

Dr. *Amos J. Bruce, agent, St. Peters, in account with the United States.* *Cr.*

To Joshua Pilcher, supr., for amount received from him, 14 May, 1840, 26th Jan., 21st April, 1841.....	$31,992 94	By appropriations— For disbursements at St. Peters, 2 and 3 quarters, 1840, and 1 qr., 1841, per accounts, abstracts, and vouchers, herewith filed..	$8,332 50
Appropriations— For amount in goods received from Jos'a Pilcher in May and July, 1840, said Pilcher having been credited with the purchase of the goods.....	9,979 88	Balance.....	33,640 32
Dollars	41,972 82	Dollars	41,972 82

To balance per contra.....$33,640 32

To the above balance add to No. 2, ab. contingencies 1 quarter, 1841, suspended by comptroller for reasons assigned in the statement of differences..... $2 00

Second Comptroller's Office, November 5, 1841.

GEO. D. ABBOT.

Treasury Department, Second Auditor's Office, 24th September, 1841.

CHS. W. FORREST.

No. 6692.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *24th Sep.*, 1841.

I certify that I have examined and adjusted the accounts of Amos J. Bruce, agent St. Peters, and find that he is chargeable to Joshua Pilcher, supt., for amount received from him 14th May, 1840, 26th January and 21st April, 1841 - - - $31,992 94

To appropriation for Indian goods rec'd from J. Pilcher in May and July, 1840 - - - - - - - 9,979 88

Making to his debit - - - - - - - - $41,972 82

And that he is entitled to credit for disbursements at St. Peters, 2d, 3d, and 4th quarters, 1840, and 1st quarter, 1841	8,332 50
Leaving due U. S. the sum of	$33,640 32
Pay of interpreter	$825 00
Presents to Indians	654 50
Contingencies Ind. Dept.	*225 94
Fulfilling treaty Sioux Mis.	31,934 88

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

W. B. LEWIS,
Second Auditor.

To the SECOND COPTROLLER OF THE TREASURY.

*Bal. due U. S. on ac. conting. Ind. Dept., brought down	$225 94
To which add amt. supd. by comptr. for detail, see statement differences	2 00
Bal. due U. S. on account of conting. Ind. Dept.	$227 94

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this fifth day November, 1841.

ALBION K. PARRIS,
Second Comptroller.

Dr. *Amos J. Bruce, agent, St. Peters, in account with the United States.* *Cr.*

1841.				
Nov. 5	To balance	$33,642 32	By appropriations—	
	Appropriation—		For this sum, suspended on former settlement, now admitted....$13,217 49	
	For this amount in goods.....$9,400		And for disbursements at St. Peters, 2d and 3d quarters, 1841, per accounts, abstracts, and vouchers herewith filed....$918 00	$14,135 49
	And this sum in provisions.....$5,500			
	Received from Joshua Pilcher, supt., 22d April, 16th May, & 6th June, 1841, who has been credited with the purchase of said goods and provisions	14,900 00	Balance	34,406 83
	Dollars	48,542 32	Dollars	48,542 32

To balance per contra.....$34,406 83.

Treasury Department, Second Auditor's Office, 19th May, 1842.

CHS. W. FORREST.

Second Comptroller's Office, June 2, 1842.

GEO. D. ABBOT.

No. 7380. TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, 19*th May*, 1842.

I certify that I have examined and adjusted the accounts of Amos J. Bruce, agent St. Peters, and find that he stands charged on the books of this office—

To balance on settlement 5th Nov., 1841 - - -	$33,642 32
That he is now chargeable to appropriations—	
For goods and provisions received from Joshua Pilcher, supt., 22d April, 16th May, and 6th June, 1841, said Pilcher having been credited by the purchase, &c. -	14,900 00
Making to his debit - - - - - - - - -	48,542 32
And that he is now entitled to credit for this sum, suspended in previous settlement, ($13,217 49,) now admitted, and for disbursements at St. Peters, 2d and 3d quarters, 1841 - - - - - - - - - -	14,135 49
Balance due United States - - - - - - -	$34,406 83

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

W. B. LEWIS, *Second Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this second day of June, 1842.

ALBION K. PARRIS, *Second Comptroller.*

Dr. *Amos J. Bruce, agent, St. Peters, in account with the United States.* *Cr.*

1842.				
June 2	To balance.....	$34,406 83	By appropriations— For disbursements at St. Peters from 4 quarter, 1841, to 1 quarter, 1843, both inclusive, including $24,900, suspended on previous settlement, now admitted, acc'ts, abstracts, and vouchers herewith filed.....	$62,191 82
1843.				
March 5	To John Beach, ag't, for this sum received from him 30th October, 1841	21,629 45		
Aug. 10	To D. D. Mitchell, supt., for this sum received from him 18th January and 23d October, 1842.	27,310 00		
	To appropriations— For this sum, acknowledg'd to have received in goods from D. D. Mitchell, sup't, 22d January, 1843.....	99 00	Balance.....	21,253 46
		$83,445 28	Dollars	83,445 28

To balance..... $21,253 46.

578.

Treasury Department, Second Auditor's Office, 6th October, 1843.
CHS. W. FORREST.

Treasury Department, Second Comptroller's Office, October 11th, 1843.
GEO. D. ABBOT.

No. 237.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *6th October*, 1843.

I certify that I have examined and adjusted the account of Amos J. Bruce, agent, and find that he stands charged on the books of this office—

1843.	To balance on settlement 2d June, 1842	$34,406 83
Ma'ch 5	To John Beach, agent, for this sum received from him 30th October, 1841	21,629 45
Aug. 10	To D. D. Mitchell, sup't, for this sum received from him 18th January and 23d October, 1842	27,310 00
	That he is now chargeable—	
	To appropriations for Ind'n goods received from D. D. Mitchell, January, 1843	99 00
	Total to his debit	$83,445 28
	And that he is now entitled to credit—	
	By disbursements at St. Peters, 4th quarter, 1841, to 1 quarter, 1843, including $24,900 suspended on former settlement, now admitted	62,191 82
	Leaving balance due United States	$21,253 46

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.
W. B. LEWIS, *Second Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this eleventh day of October, 1843.
ALBION K. PARRIS,
Second Comptroller.

J. Bruce, agent, and find that he stands charged on the books of this office—

	To balance on settlement 26th November, 1844	$30,857 99
1845. July 11	To Thos. H. Harvey, sup't, for this sum received from him 30th September, 1844, and 3d February, 1845—20th May	27,018 80
	To his debit on the books	$57,876 79
	That he is now chargeable—	
	To appropriations for Indian goods received from the agent at St. Louis in August, 1844	8,991 20
	Making to his debit	$66,867 99
	And that he is now entitled to credit for disbursements at St. Peters, 3d and 4th quarters of 1844, and 1st quarter, 1845 $16,629 44	
	And for Indian goods delivered to Indians 8,990 59	
		25,620 03
	Balance due United States	$41,247 96

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JNO. M. McCALLA,
Second Auditor.

To Second Comptroller of the Treasury.

Second Comptroller's Office.

I admit and certify the above, this twenty-seventh day of September, 1845.

ALBION K. PARRIS,
Second Comptroller.

Dr. *Amos J. Bruce, agent, St. Peters, in account with the United States.* *Cr.*

1845. Sept. 27	To balance on settlement	$41,247 96	By appropriations—	
			For disbursements at St. Peters, 2d quarter 1845, including his own compensation to 31st Dec'ber, 1844, per accounts, abstracts, & vouchers herewith	$883 31
			Balance	40,364 65
	Dollars	41,247 96	Dollars	$41,247 96

To balance $40,364 65.

Treasury Department, Second Comptroller's Office, October 18th, 1845.

GEO. D. ABBOT.

Treasury Department, Second Auditor's Office, 7th October, 1845.

CHS. W. FORREST.

No. 2645.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *7th October*, 1845.

I certify that I have examined and adjusted the account of Amos J. Bruce, agent, St. Peters, and find that he stands charged on the books of this office—

To balance on settlement 27th September, 1845 - -	$41,247 96
And that he is now entitled to credit for disbursements at St. Peters, 3d quarter, 1845 - - - - - -	883 31
Leaving a balance due United States of - - - -	$40,364 65

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JNO. M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this eighteenth day of October, 1845.

ALBION K. PARRIS,
Second Comptroller.

Dr. *Amos J. Bruce, agent, &c., in account with the United States.* Cr.

1845.				
Oct. 18	To balance.....	$40,364 65	By appropriations—	
Oct. 31	To Th. H. Harvey, superintendent, for this sum received from him 8th Sept., 1845.....	22,525 89	For disbursements 3d and 4th quarters, 1845, including his own compensation to 30th June, 1845—accounts, abstracts, and vouchers herewith filed.....$15,204 88	
			And for this, being abstract of treaty stipulations, 2d qr., 1845, not filed when the account was received; now filed.....$1,501 15	$16,706 03
	Dollars..	62,890 54	Balance.....	46,184 61
	To balance.....	46,184 51	Dollars..	62,890 54

Treasury Department, Second Auditor's Office, 28th April, 1846.
CHARLES W. FORREST.

Treasury Department, Second Comptroller's Office, May 18th, 1846.
GEORGE D. ABBOT.

No. 3339.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *28th April*, 1846.

I certify, that I have examined and adjusted the account of Amos J. Bruce, agent, and find that he stands charged on the books of this office—

	To balance on settlement, 18th October, 1845.....		$40,364 65
1845. Oct. 31.	To T. H. Harvey, superintendent— For this sum received from him, 8th September, 1845.....		22,525 89
	To his debit on the books.....		62,890 54
	And that he is now entitled to credit for disbursements, 3d and 4th quarters of 1845.....	$15,204 88	
	And for this sum being for disbursements in 2d quarter, 1845, not transmitted with the account for that quarter, now furnished.....	1,501 15	
			16,706 03
	Balance due United States.....		$46,184 51

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JOHN M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this eighteenth day of May, 1846.

ALBION K. PARRIS,
Second Comptroller.

DR. *Amos J. Bruce, agent, &c., in account with the United States.* CR.

1846.					
May 18	To balance.....	$46,184 51	To appropriations, for disbursements, 1st & 2d quarters, 1846, per accounts, abstracts, and vouchers, herewith filed.....		$4,784 42
Aug. 1	To Thomas H. Harvey, superintendent, for amount received of him, 19th May, 1846.....	5,545 00	To balance.....		46,945 09
	Dollars	51,729 51			
	To balance.....	46,945 09	Dollars		$51,729 51

Treasury Department, Second Auditor's Office, 20th August, 1846.
JOHN S. LEWIS.

Treasury Department, Second Comptroller's Office, Sept. 9, 1846.
GEORGE D. ABBOT.

No. 3801.

TREASURY DEPARTMENT,
SECOND AUDITOR'S, *August* 20, 1846.

I certify that I have examined and adjusted the account of Amos J. Bruce, agent, &c., and find that he stands charged on the books of this office—

	To balance on settlement, 18th May, 1846.....	$46,184 51
1846. Aug. 1	To Thomas H. Harvey, superintendent— For this sum received of him, 19th May, 1846.....	5,545 00
	To his debit on the books.....	51,729 51
	And that he is now entitled to credit for disbursements, 1st and 2d quarters, 1846.....	4,784 42
	Leaving due the United States.....	$46,945 09

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JOHN M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE,

I admit and certify the above, this 9th day of September, 1846.

ALBION K. PARRIS,
Second Comptroller.

DR. *Amos J. Bruce, Indian agent, in account with the United States.* CR.

1846. Sept. 9	To balance.....	$46,945 09	By appropriations, for this amount disbursed by him, in the 3d quarter, 1846, as per accounts, abstract, and vouchers, herewith filed..	$2,918 85
			Balance.....	44,026 24
	Dollars	46,945 00		
	To balance.....	$44,026 24	Dollars	$46,945 09

Treasury Department, Second Auditor's Office, November 17, 1846.

Treasury Department, Second Comptroller's Office, Dec. 2d, 1846.

GEORGE D. ABBOT.

No. 4138.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *November* 17, 1846.

I certify that I have examined and adjusted the account of Amos J. Bruce, Indian agent, and find that he stands charged on the books of this office:

To balance September 9th, 1846 - - - - -	$46,945 09
And that he is entitled to credit by appropriations for this amount, disbursed by him, on the 3d quarter of 1846	2,918 85
Leaving balance due the United States - - -	$44,026 24

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JOHN M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this second day of December, 1846.

ALBION K. PARRIS,
Second Comptroller.

DR. *Amos J. Bruce, Indian agent, in account with the United States.* CR.

1846.				
Dec'r 2	To balance.....	$44,026 24	By appropriations—for this amount disbursed in the 4th quarter of 1846, including his salary from 1st January to 30th June, 1846, as per accounts, abstracts, and vouchers herewith filed...	$14,375 30
1847.				
Mar. 30	To Thomas H. Harvey, superintendent, for this amount received of him, 9th October, 1846.....	22,345 46	Balance.....	51,996 40
	Dollars	66,371 70	Dollars	66,371 70
	To balance....	$51,996 40		

Treasury Department, Second Auditor's Office, April 8th, 1847.
T. J. ROBINSON.

Treasury Department, Second Comptroller's Office, June 30th, 1847.
GEORGE D. ABBOT.

No. 5137.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *April 8th*, 1847.

I certify that I have examined and adjusted the account of Amos J. Bruce, Indian agent, and find that he stands charged on the books of this office:

To balance, December 2, 1846 - - - - -	$44,026 24
Thomas H. Harvey, superintendent—for this amount received of him, 9th October, 1846 - - - -	22,345 46
To his debit - - - - -	66,371 70
And that he is entitled to credit by appropriations for this amount disbursed in 4th quarter, 1846, including his salary from 1st January to 30th June, 1846 - -	14,375 30
Leaving balance due the United States - - -	$51,996 40

As appears from the statement and vouchers herewith transmitted for the opinion of the Second Comptroller of the Treasury thereon.

JOHN M. McCALLA, *Second Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this thirtieth day of June, 1847.

ALBION K. PARRIS, *Second Comptroller.*

DR. *Amos J. Bruce, Indian agent, in account with the United States.* CR.

1847.			1847.		
June 30	To balance.....	$51,996 40	Sept. 20	By requisition in favor of the Treasury, for No. 3992.....	$34,500 00
5	To Thomas H. Harvey, superintendent, for this sum received from him, 19th January and 6th February, 1847.....	5,845 00		Same for No. 3993..	11,642 19
				Appropriations — for disbursements in 1st and 2d q'rters, 1847,	
Sept. 7	To same, for this sum received from him, 24th June, 1847...	5,545 00		including his compensation to 31st December, 1846, per accounts, abstracts, and vouchers, herewith filed.....	4,767 53
				Balance.....	12,476 68
	Dollars	63,386 40			
	To balance.....	$12,476 68		Dollars	63,386 40

Treasury Department, Second Auditor's Office, 22d Sept., 1847.
CHARLES W. FORREST.

Treasury Department, Second Comptroller's Office, Sept. 30, 1847.
GEORGE D. ABBOT.

No. 5538.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *22d September*, 1847.

I certify that I have examined and adjusted the account of Amos J. Bruce, agent, and find that he stands charged on the books of this office—

1847.	To balance on settlement, 30th June, 1847.....	$51,996 40
June 5	To Thomas H. Harvey, superintendent, for this sum received from him, 19th January and 6th February, 1847.....	5,845 00
Sept. 7	To Thomas H. Harvey, superintendent, for this sum received from him, 24th June, 1847.....	5,545 00
	To his debit on the books.....	63,386 40
	That he stands credited on the books: By requisitions in favor of the Treasury, Nos. 3992 and 3993, issued 20th Sept. 1847..	46,142 19
	Balance to his debit on the books.....	17,244 21
	And that he is now entitled to credit for disbursements in 1st and 2d quarters, 1847.....	4,767 53
	Balance due United States.....	$12,476 68

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JOHN M. McCALLA, *Second Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this thirtieth day of September, 1847.

ALBION K. PARRIS, *Second Comptroller.*

DR. *Amos J. Bruce, agent, &c., in account with the United States.* CR.

1847.				
Sept. 30	To balance.....	$12,476 68	By appropriations—for disbursements in 3d quarter, 1847, including his compensation to the 30th June, 1847, per accounts, abstracts, and vouchers herewith filed.....	$3,899 61
			Balance.....	8,577 07
	Dollars	12,476 68		
	To balance.....	$8,577 07	Dollars	12,476 68

Treasury Department, Second Auditor's Office, 7th January, 1848.

CHS. W. FORREST.

Treasury Department, Second Comptroller's Office, January 26, 1848.

GEO. D. ABBOT.

No. 5985.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *7th January*, 1848.

I certify that I have examined and adjusted the account of Amos J. Bruce, agent, &c., and find that he stands charged on the books of this office—

To balance on settlement 30th Sept., 1847 - - -	$12,476 68
And that he is now entitled to credit for disbursements in 3d quarter, 1847 - - - - - - - - -	3,899 61
Balance due U. States - - - - - - - - -	$8,577 07

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JNO. M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this 26th day of January, 1848.

ALBION K. PARRIS,
Second Comptroller.

Dr. *Amos J. Bruce, late agent, in account with the United States.* *Cr.*

1848.			By Appropriations—	
Jan. 26	To balance.....	$8,577 07	For disbursements in fourth quarter, 1847, and 1st quarter, 1848, including his compensation to 31st December, 1847; accounts abstracts and vouchers herewith filed.....$13,244 83	
Feb. 2	To Th. H. Harvey, sup't, for this sum rec'd from him 4 and 20 November, 1847.....	14,919 45	And for this sum suspended, now admitted voucher herewith $60 00	$13,304 83
			Balance.....	10,191 69
	Dollars	23,496 52	Dollars	23,496 52

To balance.....$10,191 69

Treasury Department, Second Auditor's Office, 21st June, 1848.
CHS. W. FORREST.

Treasury Department, Second Auditor's Office, July 25, 1848.
GEO. D. ABBOT.

No. 6917.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *21st June*, 1848.

I certify that I have examined and adjusted the account of Amos J.

Bruce, late agent, and find that he stands charged on the books of this office—

1848. Feb. 2d	To balance on settlement, 1848, January 26th	$8,577 07
	To Th. H. Harvey, sup't, for amount received from him 4 and 20 November, 1847	14,919 45
	To his debit on the books	23,496 52
	And that he is now entitled to credit for disbursements in 4th quarter, 1847, and the 1st quarter, 1848, including $60 suspended, now admitted	13,304 83
	Balance due U. States	$10,191 69

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

JNO. M. McCALLA,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this 25th day of July, 1848.

ALBION K. PARRIS,
Second Comptroller.

Statement of differences arising on settlement of accounts of Amos J. Bruce, late agent; 4th quarter, 1847, and 1st quarter, 1848.

Balance due U. States per official statement -	$10,191 69
" " by his account - - -	3,260 01
Difference -	$6,931 68

Which arises thus:

On settlement 5th November, 1841, 2 qr., 1840, conting. V. 1, Trumbull and Thruston, for stationery; receipted by Josiah Pray, whose authority to receipt must be furnished—suspended on settlement 2d June, 1842, 2d qr., 1841 -	$15 00
Current expenses.	
Vo. 6—American Fur Co., blankets, cloth, &c.; evidence of issue to Indians required—suspended - -	102 44
Vo. 7—F. Steele, for one beef; same—suspended -	25 00
3d qr., 1841—Current expenses.	
P. Chouteau, jr., & Co., blankets, cloth, tobacco, &c.; receipted by H. H. Sibley, whose authority to receipt must be furnished—suspended - - - -	500 00

Vo. 4—F. Steele for postage; receipted by McMillan, whose authority to receipt must be furnished. The agent must also certify that the letters received and sent were on public business—suspended - - - - -	$8 50
F. Steele, for papers, &c.; same objection—suspended -	10 75
	$661 69
Brought forward -	661 69

Settlement 11th October, 1843; 4th qr., 1841—Treaty stipulations.

Vo. 2—Oliver Cratte, for coal furnished shop from 1st January to 1st Oct., 1841. The quantity and price should be stated—suspended - - - - - -	60 00
Vo. 4—Oliver Ranccott; same—suspended - -	60 00
Vo. 16—Annuity roll for 1841. This sum charged by agent as fractions over, and not receipted by Indians—suspended - - - - - - - -	1 35

Current expenses.

Vo. 6—American Fur company, cartage, storage, and labor, on powder, tobacco, lead, and specie, left at Prairie du Chien by steamer Chippewa; receipted by H. H. Sibley, whose authority to receipt must be furnished—suspended - - - - - - -	25 00

2d qr., 1842—Current expenses.

Vo. 2—James Beach, sr., 40 cords wood for use of agency office, at $2 50 per cord; 20 cords allowed by Commissioner of Indian Affairs, the residue disallowed - -	50 00
Vo. 5—G. H. Pond, for hauling Indian provisions from landing to the agency, and storing the same. Too indefinite; the quantity of provisions hauled, and the distance, must be stated—suspended - - -	16 25

3d qr., 1842—Current expenses.

Vo. 2—Charles Keemle, for printing, &c. The account not certified by agent as required by regulations—suspended - - - - - - - -	38 50
Vo. 4—H. H. Sibley, for powder and lead. Same—suspended - - - - - - - -	27 06
	$939 85

Brought forward -	$939 85
4th qr., 1842—Treaty stipulations.	
Vo. 1—W. Hogan, for cattle; the proportion for Wash-too-ta not receipted by him—suspended - -	248 62
Vo. 9—Oliver Tarebank, farmer; no voucher—suspended	300 00
Current expenses.	
Vo. 3—Eben Wild, 40 cords wood furnished agent at St. Peters, at $2 50 per cord; 20 cords wood allowed by Commissioner Indian Affairs—the residue disallowed -	50 00
In the account current for 1st qr., 1843, rendered by Mr. Bruce, he states the balance on account current expenses to be $354 57; he has made a clerical error, the true balance under that head is $359 57—the difference to be charged to him - - - - -	5 00
Settlement 26th November, 1844—3d qr., 1843.	
Vo. 3—Peter Quinn, interpreter. This cannot be allowed, because Quinn is farmer of the Indians and paid as such; and the act of 30th June, 1834, prohibits any person from being employed in more than one office at the same time—disallowed - - - - -	125 00
2d qr., 1844—Treaty stipulations.	
Vo. 15—Lewis A. Valois, 15th May, 1844, for his pay as striker for 3d and 4th quarters, 1842, disallowed; the same was paid 5th June, 1843, as per voucher 3, 2d qr., 1843—disallowed - - - - -	120 00
Current expenses.	
Vo. 5—Freight on 4,851 pounds iron, steel, &c., at 37½ cents per 100 lbs., charged $19 20, should be $18 12; overcharged $1 08—disallowed - - -	1 08
	$1,789 55
Brought forward -	1,789 55
On 23d October, 1842, Mr. Bruce receipted to D. D. Mitchell for $1,150, and charged himself on same day, in his account current 2d quarter, 1844, with $1,100, which is $50 less than his receipt to Mitchell, with which he is charged - - - - - -	50 00
Settlement 27th September, 1845. 3d qr., 1844—Treaty stipulations.	
Vo. 3—J. Ellis, for advertising proposals for beef cattle; a copy of *a copy of* advertisement should be filed with account—suspended - - - - -	2 50
Vo. 4—Jno. B. Sarpy, for horses; the purchase should have been made upon contract—suspended - -	2,700 00

1525

Current expenses.

Vo. 3—Steamer St. Croix, transportation of 859 lbs. iron and steel from St. Louis to St. Peters; bill of lading required—suspended - - - - - $3 22

4th qr., 1844—Current expenses.

Vo. 2—Peter Quinn, for 11 days' service in searching for cattle, at $1 per day. Mr. Quinn was in the employment of the government as farmer, and cannot be allowed any thing beyond actual traveling expenses—suspended - - - - - - - 11 00

Vo. 3—Lewis Martin; same, same—suspended - - 11 00

3d qr., 1844—Treaty stipulations.

Vo. 5—P. Chouteau, jr., & Co., iron, steel, &c.; receipt of blacksmith required—suspended - - - 104 02

1st qr., 1845—Treaty stipulations.

Vo. 11—Oliver Rainiott, for 600 bushels coal for smith's shop at St. Peters; the contract required, and the receipt of the blacksmith for coal must be furnished; and Rainiott makes his mark, which must be witnessed—suspended - - - - - - - - 80 00

$4,751 29

Brought forward - 4,751 29

Current expenses.

The sum of $155 14 charged by agent on his account current instead of $133 75, amount of abstract; the difference disallowed—disallowed - - - - 21 39

This sum, 69 cents short, credited to U. States by agent in his account current thus: At the close of 3d qr., 1844, the balance admitted, and correctly, by agent on account current expenses, is $825 69, but it is carried to 4th qr., 1844, $825 only—making 69 difference - 69

Settlement 18th October, 1845.

This sum charged by agent as overpaid last quarter; no vouchers are produced in support of the charge—suspended - - - - - - - - 80 14

Settlement 18th May, 1846. 3d qr., 1845—Treaty stipulations.

Vo. 3—Annuity to Sioux of Mississippi for 1845, $1 90 overcharged, thus: 2,116 Indians charged $10,000, should be $9,998 10 - - - - - 1 90

Brought forward -	$939 85
4th qr., 1842—Treaty stipulations.	
Vo. 1—W. Hogan, for cattle; the proportion for Wash-too-ta not receipted by him—suspended - -	248 62
Vo. 9—Oliver Tarebank, farmer; no voucher—suspended	300 00
Current expenses.	
Vo. 3—Eben Wild, 40 cords wood furnished agent at St. Peters, at $2 50 per cord; 20 cords wood allowed by Commissioner Indian Affairs—the residue disallowed -	50 00
In the account current for 1st qr., 1843, rendered by Mr. Bruce, he states the balance on account current expenses to be $354 57; he has made a clerical error, the true balance under that head is $359 57—the difference to be charged to him - - - - -	5 00
Settlement 26th November, 1844—3d qr., 1843.	
Vo. 3—Peter Quinn, interpreter. This cannot be allowed, because Quinn is farmer of the Indians and paid as such; and the act of 30th June, 1834, prohibits any person from being employed in more than one office at the same time—disallowed - - - - -	125 00
2d qr., 1844—Treaty stipulations.	
Vo. 15—Lewis A. Valois, 15th May, 1844, for his pay as striker for 3d and 4th quarters, 1842, disallowed; the same was paid 5th June, 1843, as per voucher 3, 2d qr., 1843—disallowed - - - - -	120 00
Current expenses.	
Vo. 5—Freight on 4,851 pounds iron, steel, &c., at 37½ cents per 100 lbs., charged $19 20, should be $18 12; overcharged $1 08—disallowed - - -	1 08
	$1,789 55
Brought forward -	1,789 55
On 23d October, 1842, Mr. Bruce receipted to D. D. Mitchell for $1,150, and charged himself on same day, in his account current 2d quarter, 1844, with $1,100, which is $50 less than his receipt to Mitchell, with which he is charged - - - - - - -	50 00
Settlement 27th September, 1845. 3d qr., 1844—Treaty stipulations.	
Vo. 3—J. Ellis, for advertising proposals for beef cattle; a copy of *a copy of* advertisement should be filed with account—suspended - - - - -	2 50
Vo. 4—Jno. B. Sarpy, for horses; the purchase should have been made upon contract—suspended - -	2,700 00

1525

Current expenses.

Vo. 3—Steamer St. Croix, transportation of 859 lbs. iron and steel from St. Louis to St. Peters; bill of lading required—suspended - - - - - $3 22

4th qr., 1844—Current expenses.

Vo. 2—Peter Quinn, for 11 days' service in searching for cattle, at $1 per day. Mr. Quinn was in the employment of the government as farmer, and cannot be allowed any thing beyond actual traveling expenses—suspended - - - - - - - 11 00

Vo. 3—Lewis Martin; same, same—suspended - - 11 00

3d qr., 1844—Treaty stipulations.

Vo. 5—P. Chouteau, jr., & Co., iron, steel, &c.; receipt of blacksmith required—suspended - - - 104 02

1st qr., 1845—Treaty stipulations.

Vo. 11—Oliver Rainiott, for 600 bushels coal for smith's shop at St. Peters; the contract required, and the receipt of the blacksmith for coal must be furnished; and Rainiott makes his mark, which must be witnessed—suspended - - - - - - - - 80 00

$4,751 29

Brought forward - 4,751 29

Current expenses.

The sum of $155 14 charged by agent on his account current instead of $133 75, amount of abstract; the difference disallowed—disallowed - - - - 21 39

This sum, 69 cents short, credited to U. States by agent in his account current thus: At the close of 3d qr., 1844, the balance admitted, and correctly, by agent on account current expenses, is $825 69, but it is carried to 4th qr., 1844, $825 only—making 69 difference - 69

Settlement 18th October, 1845.

This sum charged by agent as overpaid last quarter; no vouchers are produced in support of the charge—suspended - - - - - - - 80 14

Settlement 18th May, 1846. 3d qr., 1845—Treaty stipulations.

Vo. 3—Annuity to Sioux of Mississippi for 1845, $1 90 overcharged, thus: 2,116 Indians charged $10,000, should be $9,998 10 - - - - - 1 90

4th qr., 1845—Treaty stipulations.	
Vo. 3—J. Throgmorton, 60 kegs of powder, at $7 50 per keg; charged on abstract $456, should be $450; overcharged $6—suspended - - - - -	$6 00
Current expenses.	
Vouchers on account contingencies overadded, thus: Called by Mr. Bruce $102 20, should be $92 20; $10 overcharged—disallowed - - - - -	10 00
	$4,871 41
From which deduct, 4th qr., 1845, abstract treaty stipulations, short charged in account current - - -	20
	$4,871 21
Brought forward -	4,871 21
Settlement 9th September, 1846. 1st qr., 1846—Treaty stipulations.	
Vo. 1—Item 2d, 28 Carolina hoes, at $3 25, amounts to $91; his account $98; overcharged $7—disallowed -	7 00
Vo. 11—Contract not furnished—suspended - -	80 00
Vo. 14—Same—suspended - - - -	80 00
Current expenses.	
Vo. 5—The authority for the visit to St. Louis not forwarded. If no orders were given, the necessity of the visit should be shown—suspended - - -	25 00
Settlement 30th June, 1847. 4th qr., 1846—Current expenses.	
Vo. 2—Too indefinite. If the steamboat fare was for agent it should be so stated, and he should likewise forward a copy of the superintendent's order authorizing the journey—suspended - - - -	38 76
Vo. 3—Iron safe; authority for the purchase is required—suspended - - - - - - - -	27 00
Vo. 4—The superintendent's order authorizing the journey is required—suspended - - - -	8 00
Vo. 5—Too indefinite. No order authorizing the journey by superintendent furnished; he does not state whether the fare was for himself or whom—suspended - -	32 62
Vo. 7—Freight bill for iron safe 400 lbs., at 22 cents; the purchase of the safe was unauthorized, the freight on it cannot be allowed—suspended - - - -	88
This amount a clerical error in bringing forward balance on hand from 3d qr., 1846, to 4th qr., 1846 - -	156 15
	$5,326 62

1526.

Brought forward -		$5,326 62
Settlement 30th September, 1847. 1st qr., 1847—Treaty stipulations.		
Vo. 4—Oliver Cratte, for 600 bushels charcoal; contract required—suspended - - - - -		80 00
Vo. 12—Oliver Rasicot; same—suspended - -		80 00
This sum charged on abstract current expenses, 1st qr., 1847, as overpaid by him last quarter; no vouchers are filed in support of the charge—disallowed - -		79 11
This sum charged on abstract treaty stipulations, as "amount sent to St. Louis to be deposited to the credit of the United States Treasury;" no certificate of deposite filed by agent in support of the charge - - -		5,545 00
		$11,110 73
From which deduct as follows:		
Balance due United States at end of 1st qr., 1847, $8,024 01; carried to 2d qr., 1847, $11,642 19—thereby overcharging himself -	$3,618 18	
This sum disbursed in 2d qr., 1847, and not charged by agent in his accounts - -	560 87	
		4,179 05
		$6,931 68

TREASURY DEPARTMENT,
Second Auditor's Office, March 29th, 1849.

Pursuant to the act of Congress of the 3d March, 1817, entitled "An act to provide for the prompt settlement of public accounts," I, J. M. McCalla, second auditor of the Treasury Department, do hereby certify, that the foregoing is a true transcript from the books and proceedings of the Treasury.

JNO. M. McCALLA,
Second auditor.

Be it remembered, that Jno. M. McCalla, esquire, who certified the foregoing transcript, is now, and was at the time of doing so, second auditor of the Treasury of the United States, and full faith and credit are due to his official attestations.

In testimony whereof, I, Wm. M. Meredith, Secretary of the Treasury of the United States, have hereunto subscribed my [SEAL.] name, and caused to be affixed the seal of this Department, at the city of Washington, this 29th day of March, in the year of our Lord one thousand eight hundred and forty-nine.

W. M. MEREDITH.

Also the transcript of the record of a letter of Jno. McCalla to Amos Bruce, dated July 5th, 1848, as follows, to wit:

(Copy.) TREASURY DEPARTMENT,
2d Auditor's Office, July 25th, 1848.

AMOS J. BRUCE, esq., late agent, &c.,
St. Peters, Fort Snelling, Upper Mississippi, Iowa.

SIR: Your accounts for disbursements in the 4th quarter, 1847, and the 1st quarter, 1848, Indian Department, have been adjusted, and a balance due the United States of $10,191 69, differing $6,931 68 from your account; which difference you will find explained by the enclosed statement. You will please turn over to your successor the balance of public money in your hands, and transmit his receipt, that your account may be closed on the books of this office.

Very respectfully, your obedient servant,
JNO. M. McCALLA,
Second auditor.

TREASURY DEPARTMENT,
2d Auditor's Office, March 5, 1851.

I certify that the foregoing is a true transcript from the records of this office.

P. CLAYTON, *2d auditor.*

Be it remembered, that P. Clayton, esq., who certified the foregoing transcript, is now, and at the time of so doing was, second auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Thomas Corwin, Secretary of the Treasury of the United States, do hereunto subscribe my name, [SEAL.] and cause to be affixed the seal of the Department, this 5th day of March, 1851.

THO. CORWIN,
Secretary of the Treasury.

Testimony of Richard G. Murphy.

And next the statement of Richard G. Murphy, which is as follows, to wit:

ST. LOUIS, *April 19th*, 1853.

I, Richard G. Murphy, state that in May, 1848, I was appointed Indian sub-agent for the Sioux tribe of Indians on the upper Mississippi, which appointment made me the successor in office of Amos J. Bruce, who had been agent for said tribe of Indians, (the office being at this time reduced to a sub-agency, and the same duties being devolved on the sub-agent as were performed by the agent, but with a smaller salary.) In July, 1848, I repaired to St. Peters, the residence of the agency, and arrived at the said place (Saint Peters) on the 16th July, 1848. Colonel Bruce had left there sometime previous, and had left in the hands of Philander Prescott, interpreter for the Sioux, some property, said to belong to the agency, but there was no money left

there. I wrote two letters at Saint Louis and sent them to the place in Missouri (by mail) at which Bruce was supposed to reside; these letters informed him (Bruce) that I had in my hands a letter from Thomas H. Harvey, superintendent of Indian affairs, directed to him, (Bruce,) instructing him to turn over to me, his successor, all the money and property of the United States remaining in his hands. I received no answer to either of these letters. Sometime that fall Philander Prescott received a letter from Mrs. Bruce. I then sent the letter of Major Harvey, (above referred to,) directed to Amos J. Bruce, to the post office from which Mrs. Bruce's letter came. I received no answer from him, and I have not received from him, (Bruce,) either directly or indirectly, any sum of money on any account.

R. G. MURPHY.

As attorney of the defendants in the cases now pending in the circuit court of the United States at St. Louis, in which the United States are plaintiffs, and Amos J. Bruce and his securities are defendants, I agree that the foregoing statement of Richard J. Murphy may be read in evidence on the trial, subject to all objections as to pertinency, &c.

MIRON LESLIE.

To all which evidence defendants objected and the court overruled the objections. This was all the evidence on the part of the plaintiff, and plaintiff here closed the case.

Instruction asked by defendant.

Defendants then asked an instruction upon plaintiff's case, which was refused by the court, and which is as follows, viz:

UNITED STATES vs. STEELE, &c.

The defendants move the court to instruct the jury that there is no evidence in this case on which plaintiff is entitled to recover.

LESLIE & BARRETT,
For defendants.

Defendants then offered in evidence the depositions of H. H. Sibley, Peter Quinn, Franklin Steele, Samuel F. Findley, G. H. Pond, Philander Prescott.

Deposition of H. H. Sibley.

Henry H. Sibley being sworn, says: Mr. Bruce gave an order on me to the Indians for the articles mentioned in the account on page 2; the articles were delivered to the Indians by me, in accordance with Mr. Bruce's order.

In answer to (4) interrogatory witness says, that according to the best of his knowledge and belief, the goods were purchased for the purpose of being presented to the Indians by Mr. Bruce, the Indian agent. I think these presents were made in accordance with the regulations of

the department at that time. Mr. Bruce authorized me to furnish him with these goods, which I did, and according to the best of my knowledge and belief were delivered to the Indians.

In answer to the (9) interrogatory witness says, that he received the bill against the Indian agency for collection; I presented the bill, and according to the best of my knowledge and belief, it was paid; witness being authorized to receipt for American Fur Company.

In answer to the (12) interrogatory witness says, that the goods were furnished Mr. Bruce, the agent, and according to the best of his knowledge and belief they were delivered to the Indians as presents, as mentioned in the bill.

In answer to the (19) nineteenth interrogatory witness says, that he has a distinct recollection of being requested by the agent, in connection with Gideon H. Pond, to distribute a lot of horses received in accordance with treaty stipulations, among those bands of Sioux Indians entitled to receive annuities, and that said distribution was made by witness and Mr. Pond of the lot of horses mentioned in this bill, as witness verily believes.

In answer to the (28) twenty-eighth interrogatory witness says, that he recollects of receiving articles which were placed on board his boat at the mouth of St. Croix, among which was an iron safe, and he verily believes that the items of freight charged from Galena were on articles belonging to the Indian Department, and he received the amount specified in the bill from Mr. Bruce, the Indian agent.

H. H. SIBLEY.

Deposition of H. H. Sibley, answer to (14) fourteenth interrogatory saith, that on the 11th day of January, A. D. 1843, he, the said deponent, received from Oliver Faribault the sum of one hundred and eighty-seven $\frac{50}{100}$ dollars, in five-franc pieces, which the said deponent has good cause to believe, and doth believe, was a part of the payment of said Faribault, as Indian farmer for the Shah Cossee band of Sioux, from the United States Indian agent, A. J. Bruce, which post this deponent knoweth to have been held at the time by said Faribault. And further this deponent deposeth and saith, that he hath good reason to believe, and doth believe, the said sum so paid to have been a part of the salary of said Faribault for the last half of the year 1842, including the last quarter's payment in said year 1842; the annual salary of said Faribault as Indian farmer aforesaid being six hundred dollars; and further this deponent saith not.

HENRY H. SIBLEY.

Deposition of Peter Quinn.

Peter Quinn says, in answer to the (22) interrogatory: The eleven dollars were for provisions, expenses, and loss of services of horse during the time mentioned. I was Indian farmer; I used my own horse; I paid my own expenses. If I had hired a horse it would have cost me $1 50 per day. I was gone eleven days searching for the cattle dis-

1528.

persed by the Lessiter Indians. Louis Martin went with me; we were both on horseback; Mr. Martin had his own horse. We took provisions with us and bought of the Indians on the way. We both received eleven dollars each.

In answer to the (23) twenty-third interrogatory the witness says, that he responds as in the above answer, commencing with "Louis Martin;" and also that Mr. Martin paid his own expenses.

In answer to the (10) tenth interrogatory the witness says, that he thinks sixty cords of wood would be required. The wood was selling for about $3 00 per cord in the neighborhood. The department allowed Major Talliafered, during his agency, forty cords, but he always purchased and used fifteen or twenty cords more.

In answer to the (13) thirteenth interrogatory, I was present and assisted in delivering the cattle. I recollect that Wah-cool-ta's farmer was present, and took in Wa-cool-ta's name his share; I think over twenty head of cattle, not under twenty certainly.

his
PETER ⋈ QUINN.
mark.

Deposition of F. Steele.

Franklin Steele says in answer to the (3) third, that he sold to Mr. Bruce, the Indian agent, the beef spoken of in said interrogatory, and was present when Mr. Bruce turned it over to the Indians. The price was twenty-five dollars, as mentioned in the voucher.

In answer to the (5) fifth interrogatory witness says, that he was postmaster at Fort Snelling in 1841; that A. McMillin was appointed deputy postmaster by him and authorized to receipt postage bills; and further says, the 8½ dollars was not all of the postage charged to Mr. Bruce during that period; and that from his knowledge of the business of the agency, he thinks the amount of postage upon business letters connected with said agency, the account is correct.

In answer to the (6) sixth interrogatory witness says: Sutler at Fort Snelling in 1841; that McMillin was clerk in his store and authorized to receipt for him.

FRANKLIN STEELE.

Deposition of Samuel J. Findley.

Samuel J. Findley says, that he knows that Oliver Cratt was employed as blacksmith by the agency. I have seen him in the shop working; he told me he received six hundred dollars per year for his wages. During the time named—from my general knowledge of the amount of work done in the shop, and the amount of coal usually allowed—I should think four hundred and fifty bushels were used; coal was worth 18 cents at that time; the blacksmith was employed all of the time.

In answer to the (8) eighth interrogatory, the witness gives the same response as in the preceding, with the exception of inserting the name of Oliver Rascico in place of Oliver Cratt.

In answer to the (10) tenth interrogatory, witness says, that Mr. Bruce used more than the 40 cords allowed by the department. He should think 80 cords was a fair allowance. The wood was worth $3 00 per cord.

In answer to the (24) twenty-fourth interrogatory, witness says, that he drew both contracts; that the contract hereunto appended, marked schedule "B," was drawn by him; that he is the subscribing witness thereto; and that it was signed by Amos J. Bruce, Indian agent, and Oliver Rascico, by his mark. And he further testifies that six hundred bushels of coal was furnished, and Rascico was paid by Mr. Bruce $80; also, $80 for each subsequent delivery upon said contract.

In answer to the (25) twenty-fifth interrogatory, witness testifies as in twenty-fourth, inserting schedule "C" in place of "B," and Oliver Cratt in place of Oliver Rascico.

S. J. FINDLEY.

Schedule "B" is as follows, to wit:

Articles of agreement, made and entered into at the agency at St. Peters, Iowa Territory, by and between Oliver Cratte, of said Territory, of the first part, and Amos J. Bruce, U. S. Indian agent, of the other part, witnesseth: That the said Cratte agrees to, and hereby binds himself by these presents, to furnish six hundred bushels of good coal for the use of the Indian blacksmith shop, at the foot of Lake Pepin, the coal to be delivered one half in January, 1842, and the other half in the month of June next, or sooner. Now, in consideration of the faithful discharge of the obligation aforesaid, the agent agrees to pay to the said Cratte thirteen and one-third cents (13⅓ cents) per bushel in full of all compensation, payment to be made on delivery of said coal in January and June, 1842; this agreement to be binding from and after the signing thereof, and to continue in force twelve months.

In testimony whereof, we have, this 8th day of January, 1842, at the agency at St. Peters, signed our names and affixed our seal.

his
OLIVER ⋈ CRATT, [SEAL.]
mark.
AMOS J. BRUCE, [SEAL.]
U. S. Indian agent.

In presence of—
S. J. FINDLEY.

Schedule "C" is as follows, to wit:

Articles of agreement, made and entered into at the agency at St. Peters, Iowa Territory, by and between Oliver Rascico, of Iowa Territory, of the first part, and Amos J. Bruce, U. S. Indian agent, of the other part, witnesseth: That the said Oliver Rascico agrees to, and hereby binds himself by these presents, to furnish six hundred bushels coal for the Indian shop at St. Peters, near Fort Snelling. Now, in consideration of the faithful discharge of the obligations as aforesaid,

the agent stipulates to pay to said Rascico thirteen and one-third cents per bushel, in full of all compensation, to be quarterly paid at the agency at St. Peters, or when the coal is delivered; this agreement to be binding from and after the signing thereof, and to continue in force for one year.

In testimony whereof, we have, this 1st day of January, 1842, at the agency at St. Peters, signed our names and affixed our seals.

his
OLIVER ⋈ RASCICO, [SEAL.]
mark.
AMOS J. BRUCE, [SEAL.]
U. S. Indian agent.

In presence of—
S. J. FINDLEY.

Deposition of G. H. Pond.

Gid'n H. Pond, in answer to the eleventh (11) interrogatory, says: The hauling was done. I was authorized by the acting agent, Major Deerborn, who at that time was commanding officer at Fort Snelling—the agent being absent—to employ teams for hauling, which I did. The provisions were hauled about three-fourths of a mile. There were $5,500 worth of provisions, viz: pork, flour, lard, and corn. The amount of 16\frac{5}{100}$, as charged, is correct.

In answer to the (19) nineteenth interrogatory Mr. Pond says: The horses were received and delivered to the Indians; they were divided and distributed among the bands of Indians pro rata, according to the number of each. H. H. Sibley and myself were requested by the agent to make the distribution, which we did, assisted by persons in the employ of the Indian Department. They were valued at $45 per head. The number of horses was sixty. The contract is in the hands of the securities. I don't know that the horses were credited on the treaty stipulation for said horses. [A copy of the contract is appended to this deposition, marked schedule "A."]

In answer to the (10) tenth interrogatory the witness says, that he does not know the actual amount used in the cases mentioned on page ten, but from my general knowledge believe that forty cords of wood was a very short allowance. The ordinary price of wood at that time was about $3 00 per cord. I don't know the previous practice of the Department as to the allowance in such cases.

In answer to the (17) seventeenth interrogatory the witness says: Mr. Quinn was farmer for the Indians during the period mentioned on page 16. Mr. Quinn employed Manuel Reach to perform his duties as farmer. I don't know that Mr. Quinn was ever paid.

G. H. POND.

Schedule "A" is as follows, to wit:

Articles of agreement, made and concluded at St. Louis, Mo., the third day of May, 1844, by and between Amos J. Bruce, Indian agent,

on behalf of the United States, of the first part, and John B. Sarpy, of the said city of St. Louis, of the second part, witnesseth: 1st. That the said John B. Sarpy, of the second part, for and in consideration of the stipulations and agreements hereinafter mentioned, promises, agrees, and binds himself by these presents to furnish and deliver at the St. Peters agency, on or before the fifteenth day of July next ensuing, sixty sound, well-conditioned, serviceable horses, for the use of the Sioux of the Upper Mississippi, under the 5th clause of the 2d article of their treaty with the United States, dated September, 29, 1837. 2d. And the said Amos J. Bruce, Indian agent, of the first part, and on behalf of the United States, promises and agrees to pay to the said John B. Sarpy, of the second part, or to his assigns, the sum of forty-five dollars for each horse so delivered, or two thousand seven hundred dollars for the sixty horses, as a full compensation: Provided, however, that the horses shall be sound, serviceable, and well-conditioned, as specified in the first article of this agreement.

In testimony whereof, the parties have hereunto affixed their hands and seals, the third day of May, 1844.

(Signed) AMOS J. BRUCE, [SEAL.]
U. S. Indian agent.
JOHN B. SARPY, [SEAL.]

Witness—W. B. CLAPP.

Deposition of P. Prescott.

Philander Prescott says, that Oliver Ferribault was Indian farmer in September, 1843, when witness was appointed interpreter for the St. Peters agency, and had been for some time previous. He was entitled to six hundred dollars per year for his services. I recollect that in the latter part of 1843, or the beginning of 1844, Mr. Bruce was informed by the superintendent of Indian affairs that the vouchers of Mr. Ferribault were wanting, and that vouchers were made out by the agent, Mr. Bruce, and Mr. Ferribault signed them, and acknowledged that he had been paid.

In answer to the (15) fifteenth interrogatory witness says, that judging from the amount of wood used by himself during the winter, and from his knowledge of the amount that would be required by the agent, he thinks that 65 cords would be a fair allowance. Wood was worth about $3 00 per cord.

In answer to the (16) sixteenth interrogatory witness says, that Mr. Valois was paid both of the items of $120 mentioned on pages 15 and 16, and that Mr. Bruce was informed by the commissioner or auditor that there was an error some time in 1844 in regard to Mr. Valois's account, and that Mr. Bruce withheld his payment for the second quarter succeeding.

In answer to the eighteenth interrogatory witness says, that he knows there was such a publication; that a copy of it is hereto appended, and that the price is reasonable.

In answer to the (19) nineteenth interrogatory witness says, that the horses were delivered; says that he was interpreter, and witnessed the delivery; that the number of horses delivered was sixty, and the price paid $45. I saw them delivered to the Indians. (The original article of agreement is hereunto attached, marked exhibit "E.")

In answer to the (20) twentieth interrogatory witness says, that the iron was brought up by the boat and delivered, and the bill of lading paid, but the precise amount witness cannot state.

In answer to the (21) twenty-first interrogatory witness says: I know that P. Chouteau, jr., & Co. furnished the iron; that the blacksmith receipted for it. I drew the receipt for him, and the amount, $104 02, was paid.

In answer to the (22) twenty-second interrogatory witness says: Mr. Bruce, in my presence, sent Mr. Quinn and Louis Martin after the cattle; he told them that he could not pay them for their time, but would pay for the horses, provisions, and their actual expenses. I saw them paid eleven dollars each.

In answer to the (23) twenty-third interrogatory witness testifies as above in (22) interrogatory.

In answer to the (24) twenty-fourth interrogatory says: I know the coal was furnished. There was a contract made in 1842, and they continued to furnish under that contract during Mr. Bruce's agency; the contract made in 1842 was only for one year; they were paid each year $80 apiece for 600 bushels of coal each. (The original contract is appended to Mr. Findley's deposition.)

In answer to the (25) twenty-fifth interrogatory witness testifies as in preceding.

In answer to the (26) twenty-sixth interrogatory witness says, that he recollects of Mr. Bruce's visiting Saint Louis at these times; he said he was going on public business; both trips were on public business as he said, and I verily believe. I saw the vouchers, one for $25, and the other for $38 76.

In answer to the (27) twenty-seventh interrogatory witness says, that Mr. Bruce purchased a safe for $27; that he was notified that the account would not be allowed, and Mr. Bruce sold the safe to Mr. Steele.

In answer to the (28) twenty-eighth interrogatory witness says, that the item of $8 00 was for board in Galena, when Mr. Bruce was detained waiting for a boat, as he said; he had gone down on official business. I saw the voucher that the item of $32, on page 28, is correct. Mr. Bruce had gone down for a portion of the Indian annuities. That the two items of $80, on page 30, witness answers and testifies the same as to interrogatories (24) twenty-four and (25) twenty-five.

PHILANDER PRESCOTT.

The publication referred to in the foregoing deposition is in the words and figures following:

OFFICE SUP'T INDIAN AFFAIRS,
St. Louis, May 6th, 1844.

Sealed proposals will be received at this office on behalf of Major Amos J. Bruce, U. S. Indian agent, until 1st of June proximo, for the furnishing and delivery at St. Peters one hundred head of beef cattle, for the service of the Indian Department, on or before the 1st August next; the cattle to be estimated by weight, by appraisers to be mutually chosen by the parties for that purpose, and the bids to state the rate per 100 for what they will be delivered. Bidders will also state the names of those whom they intend to offer as securities. Payment will be made by Major Bruce on receiving the cattle. The agent of the United States reserves to himself the right to set aside the *bills* should they be considered extravagantly high, and to procure the cattle on private contract.

Exhibit "E" of the foregoing deposition is as follows, to wit:

Articles of agreement, made and concluded at St. Louis, the third day of May, 1844, by and between Amos J. Bruce, Indian agent, on behalf of the United States, of the first part, and John B. Sarpy, of the said city of St. Louis, of the second part, witnesseth: 1st. That the said John B. Sarpy, of the second part, for and in consideration of the stipulations and agreements hereinafter mentioned, promises, agrees and binds himself by these presents to furnish and deliver at the St. Peters agency, on or before the fifteenth day of July next ensuing, sixty sound, well-conditioned, serviceable horses, for the use of the Sioux of the Upper Mississippi, under the 5th clause of the 2d article of their treaty with the United States, dated September 29, 1837. 2d. And the said Amos J. Bruce, Indian agent, of the first part, and on behalf of the United States, promises and agrees to pay to the said John B. Sarpy, of the second part, or to his assigns, the sum of forty-five dollars for each horse so delivered, or two thousand seven hundred dollars for the sixty horses, as a full compensation; provided, however, that the horses shall be sound, serviceable and well-conditioned, as specified in the first article of this agreement.

In testimony whereof the parties have hereunto affixed their hands and seals, the 3d day of May, 1844.

AMOS J. BRUCE, [SEAL.]
U. S. Ind'n agent.
JOHN B. SARPY, [SEAL.]

Witness—B. M. CLAPP.

Testimony of J. B. Sarpy and of R. Fisher.

John B. Sarpy was then introduced as a witness for defendants, and testified that H. H. Sibley was the agent of the American Fur Company, or of P. Chouteau, jr. & Co., and authorized to receipt for them for the amounts and at the times mentioned in the account of suspended items. He also proved the execution of the contract marked

and attached to the depositions as exhibit "A," and stated that the sixty horses mentioned in suspended item were sold by him to Bruce at the time and for the price therein stated.

Robert Fisher, for defendants, was next introduced, and testified that Josiah Pray was on the 20th May, 1840, the agent of Thruston and Turnbull.

Plaintiffs admitted the credit of $38 50, paid by Bruce to Charles Keemle, as charged in suspended account, and admitted all the suspended account, except certain items, which items amount to $5,848 22. This was all the evidence in the case.

Instructions asked by defendant.

Defendants then asked the following instructions, all of which were refused by the court, to wit:

UNITED STATES
vs.
BRUCE, STEELE et al.

1. The defendant Steele, by his attorneys, ask the court to instruct the jury, that unless they believe, from the evidence, that Bruce was legally appointed and commissioned as such Indian agent, they will find for defendant Steele; and they are further instructed that the commission, or a legally certified copy thereof, is the highest and best evidence thereof.

2. If the jury find from the evidence, that Bruce was a defaulter at the time of the execution of the bond sued on, they will find for defendant Steele, to the extent of such pre-existing default.

3. Defendant Steele is not liable for any defalcation existing on the part of Bruce prior to the twenty-ninth of August, 1844.

4. Defendant Steele is not liable as the surety of Bruce for any money received by Bruce before he was sub-Indian agent.

5. The original receipts of Bruce, or certified copies of the originals on file, is the best evidence of any moneys received by him, and the jury will disregard the transcript of accounts from the books, unless they believe it was out of the power of plaintiff to produce the receipts, or certified copies thereof.

The court, upon its own motion, gave the following instructions, to wit:

Instructions given by the court.

The 2d, 3d and 4th instructions are refused as prayed, and the following given in their stead. If, when Bruce was re-appointed agent in 1844, he had moneys in his hands of the United States, which he received as agent under his previous commission, then he was bound to apply and account for such moneys under the 2d commission, and his sureties are bound under the bond which is sued on. But if Bruce had appropriated the moneys received under the previous commission to his own use, when this bond was given, then the first set of sureties

are responsible for the moneys thus illegally appropriated, and these defendants are not liable, and the burden of proof is on the defendants to show that Bruce had illegally appropriated the moneys before the bond sued on was given.

The case was then submitted to the jury, and a verdict handed to them, which they returned, viz: "We, the jury, find for the plaintiffs, and assess the damages by reason of the breach of the condition assigned in the declaration, to the sum of six thousand three hundred and thirty-three dollars and eighty-five cents.

S. BLOOD, *Foreman.*"

Motion for new trial.

Defendants moved for a new trial, viz:

In the United States circuit court, for the district of Missouri.

UNITED STATES
vs.
FRANKLIN STEELE et al.

Defendants, by their attorneys, move the court to grant a new trial in above entitled case, for the following reasons: 1st. Because the verdict is against the evidence and against the law and evidence.

2d. Because the court gave improper instructions to the jury.

3d. Because tho court refused to give instructions asked by defendants which ought to have been given.

6th. Because the court allowed improper evidence on the part of the plaintiffs.

LESLIE & BARRETT, *Att'ys for def't.*

The court overruled the motion for a new trial. To all which proceedings, orders, rulings and opinions of the court defendants excepted, and now pray that this their bill of exceptions may be signed, sealed, enrolled, &c.

R. W. WELLS, [SEAL.]

MISSOURI DISTRICT, *sct.*

I, Benjamin F. Hickman, clerk of the circuit court of the United States, for the Missouri district, do hereby certify, that the foregoing fifty-four pages (including this) contain as full, true and complete transcript of the record and proceedings in said court in the case of the United States against Amos J. Bruce and Franklin Steele, as the same remains on file in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court at office, in the city of St. Louis, this 12th day [SEAL.] of September, 1853.

BEN. F. HICKMAN, *Clerk.*

The following is a copy of the interrogatories and a copy of vouchers filed by defendant Steele, and referred to in depositions, but not

1537.

made a part of the record by bill of exceptions now copied here by order of Steele's attorney.

Circuit court United States, district of Missouri.

UNITED STATES vs. BEAN and others.

SAME vs. STEELE and others.

Agreement as to depositions.

The parties to this cause agree that the following interrogatories may be propounded to the witnesses produced by either party, at such time and place where they may be found; and their depositions, when taken and authenticated in the manner hereinafter agreed, may be used as evidence in the causes so far as the same shall be legal, relevant and competent, to the matters in issue. The depositions may be taken before any justice of the peace, judge of any court of record or other judicial offices of Minnesota Territory; and the officer taking shall append to the depositions his certificate that the several witnesses were duly sworn to testify the whole truth touching their knowledge of the matters in controversy in said suits, and that the examination of the witnesses was reduced to writing by him or in his presence, and the official character of the officer taking the depositions shall be shown, by the certificate of the clerk of some court of record, under the hand and seal of the clerk of such court. And the depositions, when so taken, shall be sealed up and directed to the clerk of the circuit court of the United States, for the district of Missouri, St. Louis, Mo., and then delivered to the defendants or their agents. St. Louis, May 1st, 1851.

LESLIE, GLOVER & CAMPBELL,
For defendants.

JOHN D. COOK, *U. S. district attorney for Missouri.*

Interrogatories submitted to witnesses.

1. What do you know of the $15 item on page 1 of the transcript now shown you and hereto attached; were the articles named therein purchased as therein stated; were they, or articles of like kind, used at the said Indian agency? From your knowledge of the business of the agency, what amount do you suppose ought reasonably to have been expended for such articles during the time named in the vouchers therefor on page ? What authority had Mr. Pray to give said voucher?

2. What do you know of the 102 dollars item on page 2; *where* the articles named therein received by Henry H. Sibley, agent for the Fur Company? If so, for what purpose, and what disposition was made of them by Bruce, or said company, or their agents?

3. What know you of the 25 dollars item on page 3, as to the purchase, the price, or the disposition of the said beef?

4. What know you of the 500 dollars *time* on page 4, as to the sale of the goods, the price, the use made of them, or the authority of Mr. Sibley to receipt for Chouteau & Co.?

5. What know you of the 8⅓ dollars item on page 5, from your knowledge of the business of said agency; what would be the probable amount of letter postage on public business during the time named in the said voucher; what is shown by the book of the post office, if any was kept, as to the supposed account; was the said item paid by Bruce on account of letters received public business; what authority had Mr. McMullan to receipt it?

6. What know you of item $10 75 cents on page 6? Was the amount expended as therein named, and on the public business? How were the articles employed; to what use applied, and what was paid for them; what authority had McMullan to receipt it?

7. What know you of the item $510 on page 7? Was Oliver Cralle employed by authority of the agency; if so, how; what was his wages; was his wages paid him, and what amount? What amount coal was used in the shop during the time named; if you do not know the amount actually used, what amount of coal do you suppose was used in the shop during the time named in the voucher, from your knowledge of the work done in the shop; what were the amounts previously allowed for coal to the shop for same lapse of time; was the blacksmith employed all the time or occasionally?

8. Propound the same questions in relation to the item of $510 on page 8, as last above stated.

9. What know you of item $25 on page 9? Were the services therein named performed; if so, by whom; what connection had they with said agency; was the sum paid; if so, by whom, to whom, and what amount paid, and what authority had Mr. Sibley to receipt?

10. What know you of the $100 item on page 10? What amount was used in the cases mentioned therein; who paid for it, if any one; what was the price of wood pr. cord during the time; if you cannot state actual amount used, what was the probable amount during the time mentioned, from your general knowledge; what was the previous practice of the Department as to the amount of allowances in such cases?

11. What know you of item $16 on page 10? Was the hauling done; by whom; how far; what were the provisions; what quantity?

12. What know you of the item $27 06 cts. on page 12? Were the articles named therein furnished to any one; if so, whom, and what was done with them; what was paid for them?

13. What know you of item $1,725 75 cents? Were the cattle named therein furnished; if so, by whom; to whom; what amount furnished and at what price, and when? Do you know Wah-too-tah; and whether or not he received any part of the said cattle or beef which they made?

14. What know you of Oliver Terribank; what employment had he, if any, at the agency; what pay was he entitled to therefor; did he receive any thing on account thereof from Government; if so, how much; did he receive the amount mentioned in the $300 item on page 13?

15. What know you of the $100 item on page 13? What amount of wood was furnished at the said agency during the time named therein; what was the practice of the Department as to allowances of this nature; if you do not the amount, what was the probable amount used during the time named at the said agency?

16. What know you of item $120 on page 15? Examine the two vouchers for the same amount on pages 15 and 16, and say if they are both for the same transaction, and how they came to be given.

17. What know you of this $125 item on page 16? Was Quinn farmer for the Indians during the same period; was the same paid to Quinn?

18. What know you of the $2 50 cents item, page 17? Was there such a publication, who by, when made? Append copy if you have one. Is the price reasonable, and was it paid?

19. What know you of item $2,700, page 17? What was done with the horses; what was their value; how many; where is, and what were the terms of the contract? Append a copy if it can be procured. Do you know if the horses were credited on the Treaty stipulation for said horses?

20. What know you of the $53 22 cts. item, page 18?

21. What know you of the $104 02 cts. item on page 19? What know of the smith having iron; how much, who furnished it, at what price?

22. What of the $11 item, page 19? What was the eleven dollars for; what other employment had Quinn, if any? Whose horse was employed as named in the voucher; who paid his expenses, and how much? Tell all you know of this matter.

23. The same questions as last named in regard to the eleven dollars item on page 20.

24. What know you of the $80 item on page 21? What charcoal was used by the blacksmith; what probable amount, if you cannot state the exact amount; what was the value thereof; who paid for same; how much; was there a contract? If so, append a copy if you have it; if not in writing state terms. Procure Rascicott's receipt, and have it attested and appended and sworn to by him.

25. The same inquiries as last above in relation to the next item of $80, next following.

26. What know you of the facts in relation to the items of $25 on page 25, and the item of $38 76 cts. on page 26?

27. What know you of the item of $27 on page 27, and of the authority of the agent for purchasing the same?

28. What know you of the items of $8 on page 27, the item of $32 on page 28, $81 53 cts. on page 29, the item of $80 on page 30, and

the second item of $80 on page 30? Please notice the objections set down as to these items by the Department, and state all you know in relation to them.

Exhibit "D."

Copies of vouchers belonging to the accounts of Amos J. Bruce, late Indian agent, and which have not been allowed in any settlement made at the Treasury Department, but are suspended for various reasons, as follows:

Voucher No. 1, contingencies, 2d quarter, 1840, viz:

"Amos J. Bruce, Indian agent, St. Peters,
To Turnbull & Thurston.

To sundries for St. Peters agency, viz:

½ ream letter paper	*a*	$5 00		$2 50
½ ream cap paper	*a*	4 50		2 25
½ lb. sealing wax	*a*	1 75		87
¼ lb. wafers	*a*	2 00		0 50
200 quills	*a*	2 50		5 00
1 box office tapers	*a*			1 00
4 quires envelope paper	*a*	0 37½		1 50
½ dozen black sand	*a*			0 50
2 bottles red ink	*a*			0 13
½ dozen black ink	*a*	1 00		0 50
1 dozen lead pencils	*a*			0 25
				$15 00

"Received, May 25th, 1840, of Amos J. Bruce, Indian agent at St. Peters, fifteen dollars in full of the above account.
(Signed duplicates.)
TURNBULL & THURSTON.
By ISAIAH PRAY."

I certify on honor, that the above account is correct and just, and that I have actually paid the above amount, this 25th day of May, 1840.
AMOS J. BRUCE,
Indian agent, St. Peters.

The objection to this voucher is, that it is signed by Mr. Pray for the firm, without any evidence that he was authorized to do so.
(FISHER.)

Voucher No. 6.—Current expenses, 2d quarter 1841. Abstract No. 2.

The United States Indian Department, to American Fur Company.

	For the following articles delivered to Col. A. J. Bruce, United States Indian agent, at St. Peters, for presents to the Sioux Indians, viz:	
Ao.1841.		
Mar. 16	1 pair 3 point blue blankets, $13; 1 pair 3 point white blankets, $6	$19 00
	12½ point white blankets, $5; 2½ yards gray list blue cloth, $8 75...	13 75
	6 yards Indian calico, $3 37½; 1 pair silver arm bands, $3 75.....	7 12
	1 pair silver wrist bands, $2; 4 black plumes, $2; 3½ yds. scarlet, $14.....	18 00
	6 yards ribbon, No. 6, $1 50; 11 yards ribbon, No. 3, $1 38.....	2 88
	1⅔ yards fine blue cloth, *a* $6 00.....	10 00
	1 gun, $10; 1 black silk hdkf., 50 cents; 100 silver broaches, $4..	14 50
April 8	14 point white blankets, $7; 16th, 14 point white blankets, $7.....	14 00
16	3 yards common calico, 75 cents; 4 yards white cotton, $1 50....	2 25
June 8	3 yards white cotton, 7-6.....	0 94
		$102 44

Received, St. Peters, June 23d, 1841, of Col. Amos J. Bruce, U. States Indian agent at St. Peters, one hundred and two $\frac{44}{100}$ dollars in full of above account.

(Duplicates.) HENRY H. SIBLEY,
Agent, American Fur Company.

I certify on honor, that the above account is correct and just, and that I have actually this 23d day of June, 1841, paid the amount thereof.

A. J. BRUCE, *U. S. Indian agent.*

The objection to this is, there is no evidence that the articles were delivered to the Indians.

Voucher No. 7.—Current expenses, 2d quarter, 1841. Abstract No 2.

The United States, to Franklin Steele.

A. 1841. June 16	For one beef sold to the United States Indian agent, Col. Amos J. Bruce, for the Sisseetows and Yanctows, on a visit to the agency at St. Peters, for twenty-five dollars.....	$25 00

I certify on honor, that the above amount is correct and just, and that I have actually, this 23d day of June, 1841, paid the amount thereof.

A. J. BRUCE, *U. S. Indian agent.*

Received, St. Peters, June 23d, 1841, of Col. Amos J. Bruce, U. S. Indian agent, twenty-five dollars in full of the above amount.

FRANKLIN STEELE.

The objections to this are the same as in the case of voucher No. 6.

Voucher No. 3.—Current expenses, 3d quarter, 1841. Abstract current expenses.

The United States, to P. Chouteau, jr., & Co.

	For the following goods, per order of Mr. A. J. Bruce, Indian agent for the Sioux, St. Peters, presents, viz:	
A 1840.		
May 20	6 pairs 3 point blankets, *a* $8; 4 pairs 2½ point blankets, *a* $6 25	$7 00
	4 pairs 2 point blankets, *a* $5 25; 1 ps. saved list blue cloth, 20 yards	56 00
	1 piece saved list scarlet cloth, 20 yards, *a* $2	40 00
	7 ps. calico, assorted, and 1 pr do. (remnant) 233 yards, *a* 22	51 26
	1 piece black silk hdkerchfs., $10; 10 dozen paper cov'd looking glasses, *a* 50 cents	15 00
	10 dozen Crambo combs, *a* 50 cents; 2 gross Indian awls, *a* $1 50	8 00
	12 dozen scalping knives, *a* $2 25; 10 lbs. vermillion, *a* $2 50	52 00
	2 nests japanned kettles, *a* $12; 200 lbs. powder, *a* 30 cents	84 00
	765 lbs. tobacco, *a* 12½ cents; 402 bls. lead, *a* 6¼ cents	120 74
		$500 00

Received, St. Peters, 11th September, 1841, of Amos J. Bruce, U. States Indian agent at St. Peters, five hundred dollars in full of above account.

(Signed duplicates.) P. CHOUTEAU & CO.
Per H. H. SIBLEY.

I certify on honor, that the above account is just and correct, and that I have actually, this 11th day of September, 1841, paid the amount thereof.

A. J. BRUCE, *U. S. Indian agent.*

The objection to this is, there is no evidence that Mr. Sibley was authorized to receipt the bill.

Voucher No. 4.—Current expenses, 3d quarter, 1841. Abstract current expenses.

The United States, to Franklin Steele, postmaster at Fort Snelling. Dr.

	F. Steele.	
Ao.1841.		
Mar. 31	To 1 quarter postage on public letters, commencing January 1st, and ending 31st March, 1841	$1 25
June 30	To 1 quarter postage on public letters, commencing April 1st, and ending June 30th, 1841	5 50
Sept. 30	To 1 quarter postage on public letters, commencing July 1st, and ending September 30th, 1841	1 75
		$8 50

I certify on honor, that the above account is correct and just, and that I have actually, this 30th day of September, 1841, paid the amount thereof.

AMOS J. BRUCE, *U. S. Indian agent.*

Received, St. Peters, September 30th, 1841, of Amos J. Bruce, U. States Indian agent at St. Peters, eight dollars and fifty cents in full of the above account.

FRANKLIN STEELE, *P. M.*
Per A. McMILLAN, *A. A. P. M.*

Fort Snelling, 30th September, 1841.

The objection to this is, there is no evidence that McMillan was authorized to receipt the bill; nor does the agent certify that the letters received and sent were on public business.

Voucher No. 5.—Current expenses, 3d quarter, 1841. Abstract of current expenses.

The United States, to Franklin Steele. DR.

	F. STEELE.	
Ao.1841		
June 19	To 2 quires of paper, *a* 37½ cents	$0 75
	To ½ dozen paper ink powders	1 25
July 3	To 2 pad locks, *a* 62½ cents	1 25
8	To 6 days' labor in storing and hauling provisions from the landing	6 00
Sept. 21	To 4 quires paper, *a* 37½ cents	1 50
		$10 75

I certify on honor, that the above account is correct and just, and that I have, this 30th day of September, 1841, actually paid the amount thereof. A. J. BRUCE, *U. S. Indian agent.*

Received, St. Peters, September 30th, 1841, of A. J. Bruce, U. S. Indian agent at St. Peters, ten dollars and seventy-five cents, in full of the above account.

FRANKLIN STEELE.
Per A. McMILLAN.

Fort Snelling, September 30th, 1841.

The objections to this are the same as in the case of voucher 4 last preceding.

Voucher No. 2.—Treaty stipulations, 4th quarter, 1841. Treaty stipulations.

The United States, to Oliver Cratte. DR.

Ao. 1841 Oct. 1.	For his pay as blacksmith, under the 5th clause, 2d article, of the treaty of the 29th September, 1837, from the 1st January to 1st October, 1841, at the rate of $600 per annum	$450 00
	For coal furnished shop for 3 quarters, from 1st January to 1st October, 1841, at $80 per annum—450 bushels at 13⅓ cents	60 00
	S. J. FINDLEY.	$510 00

I certify on honor, that the above account is correct and just, and that I have actually, this third day of November, 1841, paid the amount thereof.

A. J. BRUCE, *U. S. Indian agent.*

Received, St. Peters, November 3d, 1841, of Amos J. Bruce, U. S. Indian agent at St. Peters, five hundred and ten dollars in full of the above account. (Duplicate.)

his
OLIVER ⋈ CRATTE.
mark.

Witness—S. J. FINDLEY.

The objection to this in part is, there is no quantity of coal stated. $60 00.

Voucher No. 4.—Treaty stipulations, 4th quarter, 1841. Treaty stipulations.

The United States, to Oliver Rascicot. DR.

Ao. 1841 Oct. 1.	For his pay as blacksmith, under the 5th clause, 2d article, of the treaty of the 29th September, 1837, from 1st January to 1st October, 1841, at the rate of $600 per annum.....	$450 00
	For coal furnished shop for 3 quarters, from 1st January to 1st October, 1841, at $80 per annum—450 bushels at 13⅓ cents....	60 00
	S. J. FINDLEY.	$510 00

Received, St. Peters, Nov. 3d, 1841, of A. J. Bruce, U. S. Indian agent at St. Peters, five hundred and ten dollars, in full of the above account. (Duplicate.)

his
OLIVER ⋈ RASCICOT.
mark.

Witness—S. J. FINDLEY.

I certify on honor, that the above is correct and just, and that I have, this 3d day of November, 1841, actually paid the amount thereof. A. J. BRUCE, *U. S. Indian agent.*

The objections to this are the same as in case of voucher No. 2, last preceding. $60 00.

Voucher No. 16.—4th quarter, 1841. Annuity pay-roll.

The objection to this is, the fractions claimed by him have not been distributed among the Indians. $1 35. $1 35 disallowed.

Voucher No. 6.—Current expenses, 4th quarter, 1841. Current expenses.

The United States, to the American Fur Company. DR.

Ao. 1841 May 10.	For cartage, storage and labor on the following articles for Sioux annuity, 1840, left at Prairie du Chien, per steamer "Chippewa," viz: 40 kegs powder, 50 lbs. each; 23 kegs and 8 boxes tobacco; 3 kegs and 7 boxes lead; 3 kegs specie, containing $15,000.....	$25 00
	H. H. S.	$25 00

1536.

Received, Fort Snelling, November 23, of Amos J. Bruce, U. S. Indian agent at St. Peters, twenty-five dollars, in full of the above account.

(Duplicate.)

H. H. SIBLEY.

I certify on honor, that the above account is correct and just, and that I have actually, this 23d day of November, 1841, paid the amount thereof.

A. J. BRUCE, *U. S. Indian agent.*

Objection: There is no evidence that Mr. Sibley was authorized to receipt the bill.

Voucher No. 2.—Current expenses, 2d quarter, 1842. Current expenses.

The United States, to Joseph Reasch. Dr.

Ao. 1842 April 9.	For 40 cords wood for the use of the Sioux agency office, and the use of the Sioux visiting the agency, at the rate of $2 50 per cord.....	$100 00
	Pond, Quinn & Findley.	$100 00

Received, St. Peters, April 9, 1842, of Amos J. Bruce, U. S. Indian agent at St. Peters, one hundred dollars, in full of the above account.

(Duplicate.)

JOSEPH his ⋈ mark. REASCH, Sen'r.

Witness—R. P. Russell.

I certify on honor, that the above account is correct and just, and that I have actually, this 9th day of April, 1842, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: 20 cords only are allowed by the Indian department. The residue disallowed, $50 00.

Voucher No. 5.—Current expenses, 2d quarter, 1842. Current expenses.

The United States, to Gideon H. Pond. Dr.

Ao. 1842 June.	G. H. Pond testify: For hauling Indian provisions from the steamboat landing to the agency, and storing the same.....	$16 25
		$16 25

Received, St. Peters, June 16, of Amos J. Bruce, Indian agent at St. Peters, sixteen dollars and twenty-five cents, in full of the above account.

(Duplicate.)

GIDEON H. POND.

I certify on honor, that the above account is correct and just, and that I have actually, this 16th day of June, 1842, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: The quantity of provisions and distance hauled are not stated.

Voucher No. 2.—Current expenses, 3d quarter, 1842. Current expenses.

The United States, to Charles Keembe. DR.

Ao. 1842 July 10.	To printing 1 ream blank accounts	$13 00
	To printing half quire passports, half sheet letter	2 50
	To printing 5 quires blank bonds, broadside letters	8 00
	To printing 5 quires blank licenses, broadside bank post	15 00
		$38 50

Received, St. Peters agency, July 21st, of Amos J. Bruce, Indian agent, thirty-eight dollars and fifty cents, in full of the above account.

C. KEEMBE.

I certify on honor, that the above account is correct and just, and that I have actually, this 21st day of July, 1842, paid the amount thereof.

Objection: No certificate is given by the agent of payment, as required by regulations.

Voucher No. 4.—Current expenses, 3d quarter, 1842. Current expenses.

The United States, to H. H. Sibley. DR.

Ao. 1842 Sept. 15.	For following articles furnished A. J. Bruce, United States Indian agent, for presents to Indians:	
	3 kegs powder, 25 lbs. each, a $8 00	$24 00
	51 lbs. lead	3 06
		$27 06

Received, St. Peters, September , 1842, of Amos J. Bruce, United States Indian agent, $\frac{06}{100}$ in full of the above account.

H. H. SIBLEY.

Objection: The same as in case of voucher 2, last preceding.

Voucher No. 1.—Treaty stipulations, 4th quarter, 1842. Treaty stipulations.

The United States, to M. D. Hogan. Dr.

Ao. 1842 Oct. 6.	For 118 head of cattle weighing 57,525 pounds, furnished the St. Peters agency for the Sioux of the Upper Mississippi, under the 5th clause, 2d article, of the treaty of September 29, 1837, as per contract, dated June 9, 1842, at 3 dollars per hundred.....	$1,725 75
	PETER QUINN.	$1,725 75

Received, St. Peters agency, October 6th, of A. J. Bruce, Indian agent, one thousand seven hundred and twenty-five dollars and $\frac{75}{100}$, in full of the above account.

MOSES D. HOGAN.

I certify on honor, that the above account is correct and just, and that I have actually, this sixth day of October, 1842, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: The proportion for Wah-too-tay $248 62½, not receipted for by him.

Voucher No. 9.—Treaty stipulations, 4th quarter, 1842. Treaty stipulations. Oliver Terribank, farmer, $300 00 is wanting.
P. PRESSCOTT.

Voucher No. 3.—Current expenses, 4th quarter, 1842. Current expenses.

The United States, to Eben Weld. Dr.

	P. Presscott, G. H. P. Quinn & Finley.	
Ao. 1842 Oct. 24	For 40 cords wood furnished the agency at St. Peters, for the use of his office, and the Indians visiting him on business, at the rate of $2 50 per cord.....	$100 00
		$100 00

Received, St. Peters agency, October 24th, 1842, of Amos J. Bruce, United States Indian agent, one hundred dollars, in full of the above account.

EBEN WELD.

I certify on honor, that the above account is correct and just, and that I have actually, this 24th day of October, 1842, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: 20 cords are all that the Indian Department allows, $50 00.

Voucher No. 5.—2d quarter, 1844. Current expenses.

The United States, to Steamer Ohio. DR.

Ao. 1844	For freight on the following articles from St. Louis to St. Peters, viz:	*lbs.*	
	59 bars iron... } 26 bundles iron }	3,360	
	2 bars and 2 bundles German steel	260	
	1 bar of copper	19	
	1 box files	40	
	1 coil wire	9	
	1 cask hoes	300	
	1 bundle scythes	20	
	1 box scythe stones	23	
	12 bars B. steel	800	
	At 37½ cents per hundred pound		$19 20

Received, St. Peters agency, May 12th, 1844, of Amos J. Bruce, United States Indian agent, nineteen dollars and $\frac{20}{100}$, in full of the above account.

W. K. HOPKINS, *Clerk.*

I certify on honor, that the above account is correct and just, and that I have actually, this 12th day of May, 1844, paid the amount thereof.

AMOS J. BRUCE, *Indian agent.*

Objection: The freight comes to $18 12 instead of $19 20, at charged; making a difference of this sum disallowed $1 08.

Voucher No. 15.—2d quarter, 1844. Treaty stipulations.

The United States, to Louis A. Valois. DR.

Ao. 1844 May 15	For his pay as assistant smith for the Menda Wakuntou Sioux, under 5th clause, 2nd article, of the treaty of 29th September, 1837, for the 3d and 4th quarters of the year 1842, commencing July 1st and ending December 31st, 1842, at the rate of $240 00 per annum	$120 00
	P. PRESCOTT.	

Received, St. Peters agency, 15th May, 1844, of Amos J. Bruce, Indian agent, one hundred and twenty dollars, in full of the above account.

LOUIS A. VALOIS.

Witness—D. GRAHAM.

I certify on honor, that the above account is correct and just, and that I have actually, this 15th day of May, paid the amount thereof.

AMOS J. BRUCE, *Indian agent.*

Objections: He was paid the same for same service the 5th June, 1843, as per voucher 3d, 2d quarter, 1843; a true copy of which here follows, viz:

The United States, to Louis A. Valois. Dr.

Ao. 1843 June 5	For his pay as assistant smith from the 1st July to 31st December, 1842, under the 5th clause, 2d article, of the treaty of 29th September, 1837, 2 quarters, at the rate of $240 00 per annum.....	$120 00

Received, St. Peters agency, June 5th, 1843, of Amos J. Bruce, Indian agent, one hundred and twenty dollars, in full of the above account.

LOUIS A. VALOIS.

I certify that the above account is correct and just, and that I have actually, this 5th day of June, 1843, paid the amount thereof.

AMOS J. BRUCE,
Indian agent.

Voucher No. 3.—3d quarter, 1843. Current expenses.

The United States, to Peter Quinn. Dr.

For interpreting for the Sioux agency at St. Peters for one hundred and fifty-three days, commencing April 1st and ending August the 31st, 1843, at the rate of $300 per annum.....	$125 00

Received, St. Peters agency, August 31st, 1843, of Amos J. Bruce, Indian agent, ($125 00,) one hundred and twenty-five dollars, in full of the above account.

his
PETER ⋈ QUINN.
mark.

Witness—ALEX. R. MCLEOD.

I certify on honor, that the above account is correct and just, and that I have actually, this 31st day of August, 1843, paid the amount thereof.

A. J. BRUCE,
Indian agent.

Objection: Peter Quinn was farmer for the Indians during this period, and having been paid as such, a payment to him as interpreter for the same time cannot be allowed.

Voucher No. 3.—3d quarter, 1844. Treaty stipulations.

The United States, to Joseph Ellis, proprietor. Dr.

Ao. 1844 June 1	For publishing in the O. S. Democrat an advertisement for beef cattle for the Indian Department, from 6th May to 1st June, 1844, inclusive, weekly.....	$2 50

Received, St. Louis, July 23d, of Amos J. Bruce, Indian agent, two dollars and fifty cents in full of the above account.

JOSEPH ELLIS, *Proprietor.*

I certify on honor, that the above account is correct and just, and that I have actually, this 23d day of July, 1844, paid the amount thereof.

AMOS J. BRUCE,
Indian agent.

Objection: A copy of the advertisement, the proper evidence of the publication, is wanting.

Voucher No. 4.—Contingencies, 3d qr., 1844. Treaty stipulations.

The United States, to J. B. Sarpy. Dr.

	P. Prescott, H. H. Sibley, and G. H. Pond testifies.	
Ao. 1844 June	For sixty horses delivered at the St. Peters agency for the use of the Sioux Indians, at $45 each.....	$2,700 00
		$2,700 00

Received, St. Louis, July 27th, of Amos J. Bruce, Indian agent, two thousand seven hundred dollars in full of the above amount.

JOHN B. SARPY.

I certify on honor, that the above amount is just and correct, and that I have actually, this 27th day of July, 1844, paid the amount thereof.

AMOS J. BRUCE,
Indian agent.

Objection: The contract for the delivery of the horses, referred to by Mr. Bruce in his certificate respecting the delivery, is wanting.

Voucher No. 3.—3d qr., 1844. Current expenses.

The United States, to Steamboat St. Croix. Dr.

Ao. 1844 Sept.	For transportation of ten boxes specie, from St. Louis to St. Peters, containing $10,000, at ½ per cent., per bills lading herewith.....	$50 00
	For transportation of 859 lbs. iron and steel, from St. Louis to St. Peters, at 37½ c. per 100 lbs., per B. of L.....	3 22
		$53 22

Received, St. Peters agency, Sept. 16th, 1844, of Amos J. Bruce, Indian agent, fifty-three dollars and twenty-two cents in full of the above account.

JAS. MEEGAN, *Clerk.*

I certify on honor, that the above is correct and just, and that I have actually, this 16th of Sept., 1844, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: There is no bill of lading for the iron and steel, $3 22.

Voucher No. 5.—3d qr., 1844. Treaty stipulations.

The United States, to P. Chouteau, jr., & Co. Dr.

1844.	To 6 bundles ⅜-in. square iron, 405 lbs., at 7 c.....	$28 35
	To 4 bundles German steel, 454 lbs., at 16⅔ c.....	75 67
	P. PRESCOTT.	$104 02

Received, St. Peters agency, Sept. 6th, 1844, of Amos J. Bruce, Indian agent, one hundred and four $\frac{0}{100}$ dollars in full of the above account.

P. CHOUTEAU, JR., & Co.

I certify on honor, that the above account is correct and just, and that I have actually, this 6th day of Sept., 1844, paid the amount thereof.

AMOS J. BRUCE, *U. S. Indian agent.*

Objection: There is no evidence that the iron was turned over to the blacksmith.

Voucher No. 2.—4th qr., 1844. Current expenses.

The United States, to Peter Quinn. Dr.

Ao. 1844	P. Prescott, P. Quinn testifies.	
	For eleven days' service in searching for cattle dispersed by the Sissiton Sioux sometime in the latter part of August last, commencing 30th of August and ending 9th of Sept., 1844, 11 days, at $1 per day for self and horse.....	$11 00

Received, St. Peters agency, October 25th, 1844, of Amos J. Bruce, Indian agent, eleven dollars in full of the above account.

his
PETER ⋈ QUINN.
mark.

Witness—P. PRESCOTT.

I certify on honor, that the above account is correct and just, and that I have actually, this 25th day of October, 1844, paid the amount thereof.

AMOS J. BRUCE, *U. S. Indian agent.*

Objections: Nothing more than actual traveling expenses can be allowed; Mr. Quinn being at the time in the employment of the United States as farmer.

Voucher No. 3.—4th qr., 1844. Current expenses.

The United States, to Louis Martin. Dr.

Ao. 1844	P. Prescott and P. Quinn, testifiers. For eleven days' service in searching for cattle dispersed by the Sissiton Sioux sometime in the latter part of August last, commencing 30th of August and ending 9th Sept., 1844, 11 days, at $1 per day for himself and horse.....	$11 00

Received, St. Peters agency, October 25th, of Amos J. Bruce, Indian agent, eleven dollars in full of the above account.

his
LOUIS ⋈ MARTIN.
mark.

Witness—P. Prescott.

I certify on honor, that the above account is correct and just, and that I have actually, this 25th day of October, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: The same as in preceding voucher.

Voucher No 11.—1st quarter, 1845. Treaty stipulations.

The United States, to Oliver Rascicott. Dr.

Ao. 1845	For 600 bushels of charcoal furnished the Indian smith-shop at St. Peters, as per contract under 5th clause, 2d article, of the treaty of the 29th of September, 1837, at 13½ cents per bushel, for the year 1844..... S. J. Findley.	$80 00

Received, St. Peters agency, March 10th, 1845, of Amos J. Bruce, Indian agent, eighty dollars, in full of the above account.

his
OLIVER ⋈ RASCICOTT,
mark.

I certify on honor, that the above is correct and just, and that I have actually, this 10th day of March, 1845, paid the amount thereof.

A. J. BRUCE, *Indian agent.*

Objection: There is no contract for the coal, or receipt of the blacksmith for the same, nor is the ⋈ of Rascicott witnessed.

Voucher No. 3.—3d quarter, 1845. Treaty stipulations.

Annuity pay-roll, vou. 3d. Objection: This sum is overcharged, $1 90.

Voucher No. 3.—4th quarter, 1845. Treaty stipulations.

The United States, to J. Throckmorton. Dr.

Ao. 1845	To 50 pigs lead, 3,570 lbs., at 4½ c.	$160 65
	407 lbs. small bar lead, at 5½ c.	22 38
	60 kegs FFF 9 Dupont powder, at $7 50.	456 00
	149 lbs. 152 lbs.	
	146 146	
	150 150	
	147 144	
	148 145	
	10 kegs tobacco, 740 lbs. 737 lbs. = 1,477 lbs. at 11¼ c.	166 15
	1 sack for small bar lead, at 40 c.	40
		$805 58

Received, St. Peters agency, Nov. 3d, 1845, of Amos J. Bruce, Indian agent, eight hundred and five $\frac{58}{100}$ dollars, in full of the above account. J. THROCKMORTON.

I certify on honor, that the above is correct and just, and that I have actually, this 3d day of November, 1845, paid the amount thereof. A. J. BRUCE, *Indian agent.*

Objection: 60 kegs, at $7 50 cents, amount to $450 00, instead of $456 00 as charged. Difference $6 00. $6 00 susp'd.

Voucher No. 1.—2d qr., 1846. Treaty stipulations.

The United States, to P. Chouteau & Co. Dr.

	For the following agricultural implements:	
Ao. 1846	2 doz. axes, (Collins's,) at $12 50.	$25 00
	28 doz. Carolina hoes, at $3 25.	98 00
	1 doz. socket chisels, assorted, at $5 00.	5 00
	2 augers ea. 2, 4, 3, 5, 6, 7, 8 = 70 qrs., at 7 c.	4 90
	1 doz. gimlets, at 75 c.	75
	1 doz. sneads, at $5 50.	5 50
	½ doz. scythes, at $12 00.	6 00
	3 grindstones, at $1 37½.	4 13
	4 kegs nails, 4, 6, 8, and 10, at $5 25.	21 00
	6 plough-shares, 79 lbs., at 7 c.	5 53
	1 cask, $1 00; 1 box, 25 c.; drayage, 50 c.	1 75
		$177 56

Received, St. Peters agency, May 20th, 1846, of Amos J. Bruce, Indian agent, one hundred and seventy-seven $\frac{56}{100}$ dollars, in full of the above account. P. CHOUTEAU, Jr. & CO.

I certify on honor, that the above account is correct and just, and that I have actually, this 20th day of May, paid the amount thereof. A. J. BRUCE, *U. S. Indian agent.*

Objection: 28 doz. hoes at $3 25 amounts to $91 00, instead of $98 00 as calculated in the voucher. Difference disallowed, $7 00.

Voucher No. 11.—2d qr., 1846. Treaty stipulations.

The United States, to Oliver Rascicott. Dr.

Ao. 1846	For his pay for 600 bushels charcoal furnished the Indian smith-shop at St. Peters, as per contract, under 5th clause of 2d article of treaty of 29th September, 1837, at the rate of 13½ cents per bushel, for the year 1845.....	$80 00
	S. J. FINDLEY & P. PRESCOTT.	

Received, St. Peters agency, May 30th, 1846, of Amos J. Bruce, Indian agent, eighty dollars, in full of the above account.

his
OLIVER ⋈ RASCICOTT.
mark.

Witness—
P. PRESCOTT.

I certify on honor, that the above account is correct and just, and that I have actually, this 30th day of May, 1846, paid the amount thereof.

AMOS J. BRUCE, *Indian agent.*

Objection: The contract has not been furnished.

Voucher No. 14.—2d qr., 1846. Treaty stipulations.

The United States, to Oliver Cratte. Dr.

Ao. 1846	For 600 bushels charcoal furnished the Indian smith-shop at Wahbashaws, as per contract under 5th clause, 2d article of the treaty of 29th September, 1837, at the rate of 13½ cents per bushel, for the year 1845.....	$80 00
	S. J. FINDLEY & P. PRESCOTT.	$80 00

Received, St. Peters agency, May 30th, 1846, of Amos J. Bruce, U. S. Indian agent, eighty dollars in full of the above account.

his
OLIVER ⋈ CRATTE.
mark.

Witness—P. PRESCOTT.

I certify on honor, that the above account is correct and just, and that I have actually, this 30th day of May, 1846, paid the amount thereof.

AMOS J. BRUCE,
U. S. Indian agent.

Objections: The contract has not been furnished.

1321.

Voucher No. 5.—2d quarter, 1846. Current expenses.

The United States, to Steamboat "Cecilia."

For passage of Major A. J. Bruce, U. S. Indian agent, from St. Peters to St. Louis, and back to St. Peters.....	$25 00
P. PRESCOTT.	$25 00

Received, St. Peters agency, June 1st, 1846, of Amos J. Bruce, U. S. Indian agent, twenty-five dollars in full of the above account.

JOS. E. GORMAN, *Clerk.*

I certify on honor, that the above account is correct and just, and that I have actually, this 1st day of June, 1846, paid the amount thereof.

AMOS J. BRUCE,
U. S. Indian agent.

Objection: Mr. Bruce does not show that he was authorized to perform this journey, and that the business of his agency required it.

Voucher No. 4th quarter, 1846. Current expenses.

The United States, to Steamer Red Wing. DR.

For passage to St. Louis and back to Galena.....		$23 00
Freight on 18 boxes tobacco, weighing 2,523 lbs., *a*	cents.....	15 76
P. PRESCOTT.	Sept. 3, 1846.....	$38 76

Received, Galena, October 21st, 1846, of Amos J. Bruce, U. S. Indian agent at St. Peters, thirty-eight dollars and $\frac{76}{100}$ in full of the above account.

M. GREEN, *Clerk.*

I certify on honor, that the above account is correct and just, and that I have actually, this 21st of October, 1846, paid the amount thereof.

A. J. BRUCE,
U. S. Indian agent.

Objection: It does not appear on whose account the expense was incurred, and if it was the agent's, he must show that the journey was authorized.

Voucher No. 3.—4th quarter, 1846. Current expenses.

The United States, to Wm. Dixon. DR.

Ao. 1846	For 1 iron safe.....	$27 00
	P. PRESCOTT.	$27 00

Received, Galena, 22d October, 1846, of Amos J. Bruce, U. S. Indian agent, twenty-seven dollars in full of the above account.

WM. DICKSON.

I certify on honor, that the above account is correct and just, and that I have actually, this 22d day of October, 1846, paid the amount thereof.

AMOS J. BRUCE,
Indian agent.

Objection: Evidence of authority for the purchase is wanting.

Voucher No. 4.—4th quarter, 1846. Current expenses.

The United States, to American House. Dr.

Ao. 1846 Oct. 27	To eight days' board Mr. Bruce, *a* $1 00.....	$8 00
	P. Prescott.	

Received, Galena, October 27th, 1846, of Amos J. Bruce, U. S. Indian agent, eight dollars in full of the above account.

J. RASSETTE.

I certify on honor, that the above account is correct and just, and that I have actually, this 27th day of October, paid the amount thereof.

AMOS J. BRUCE,
U. S. Indian agent.

Objection: Evidence of authority to perform the journey is wanting.

Voucher No. 5.—4th quarter, 1846. Current expenses.

The United States, to Steamboat "Argo." Dr.

Ao. 1846	For passage.....		$9 00
	For freight on sundries, 3,150 lbs., at 6-8 cents.....		23 62
	Tobacco.....	2,523 lbs.	
	Iron safe.....	487 "	$32 62
	Medicines.....	140 "	
	Total.....	3,150 lbs.	
	Prescott.		

Received, St. Croix, October 30th, 1846, of Amos J. Bruce, U. S. Indian agent, thirty-two $\frac{62}{100}$ dollars in full of the above account.

M. W. LUDWICK, *Clerk.*

I certify on honor, that the above account is correct and just, and that I have actually, this 30th day of October, paid the amount thereof.

A. J. BRUCE,
U. S. Indian agent.

Objection: Same as in preceding voucher.

Voucher No. 7.—4th qr., 1846. Current expenses.

The United States, to H. H. Sibley. Dr.

Ao. 1846	For freight on 80 kegs of powder, at 37½ c.....	$30 00
	For freight on 6,021 lbs. of lead, from Galena to St. Louis, at 75 per cent.....	45 15
	For freight on 18 boxes tobacco, 2,500 lbs., and 1 iron safe, 400 lbs., from mouth of St. Croix to St. Peters, at 22 cents per hundred.....	6 38
	H. H. S.	$81 53

Received, St. Peters agency, Nov. 11th, 1846, of Amos J. Bruce, U. S. Indian agent, eighty-one $\frac{53}{100}$ dollars in full of the above account.

H. H. SIBLEY.

I certify on honor, that the above account is correct and just, and that I have actually, this 11th day of November, 1846, paid the amount thereof.

AMOS J. BRUCE,
U. S. Indian agent.

Objection: To amount of freight on iron safe. The purchase of the safe being unauthorized, the freight cannot be allowed: 88 cents.

Voucher No. 4.—1st qr., 1847. Treaty stipulations.

The United States, to Oliver Cratte. Dr.

Ao. 1847	For his pay for 600 bushels charcoal furnished the Indian smith-shop at St. Peters, as per contract, under 5th clause, 2d article of the treaty of Sept. 29th, 1837, at the rate of 13⅓ cents per bushel, for the year 1846.....	$80 00
	S. J. Findly and P. Prescott.	$80 00

Received, St. Peters agency, Jan'y 16th, 1847, of Amos J. Bruce, U. S. Indian agent, eighty dollars in full of the above account.

his
OLIVER ⋈ CRATTE.
mark.

Witness—P. Prescott.

I certify on honor, that the above account is correct and just, and that I have actually, this 16th day of Jan'y, 1847, paid the amount thereof.

AMOS J. BRUCE,
U. S. Indian agent.

Objection: The contract is not furnished.

Voucher No. 12.—1st qr., 1847. Treaty stipulations.

The United States, to Oliver Rassicott. Dr.

Ao. 1847	For his pay for 600 bushels charcoal furnished the Indian smith-shop at St. Peters, as per contract, under the 5th clause, 2d article of the treaty of Sept. 29th, 1837, at the rate of 13½ cents per bushel, for the year 1846.....	$80 00
	S. J. Findly and P. Prescott.	

Received, St. Peters agency, February 13th, 1847, of Amos J. Bruce, U. S. Indian agent, eighty dollars in full of the above account.

his
OLIVER ⋈ RASSICOTT.
mark.

Witness—P. Prescott.

I certify on honor, that the above account is correct and just, and that I have actually, this 13th day of February, 1847, paid the amount thereof.

A. J. BRUCE,
U. S. Indian agent.

Objection The contract is not furnished.

Treasury Department,
Second Auditor's Office, October 28th, 1850.

I do hereby certify, that the foregoing are true copies of all the vouchers, remaining suspended or disallowed, belonging to the accounts of Amos J. Bruce, late Indian agent, the originals being on file in this office; and that the objection to each voucher, or to any part thereof, is briefly stated at the foot of the copy of the same.

P. CLAYTON,
Second auditor.

Be it remembered, that P. Clayton, esq., who made the foregoing certificate, is now, and at the time of doing so was, second auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Thomas Corwin, Secretary of the Treasury of the United States, do hereunto subscribe my [loco sigilli.] name, and cause to be affixed the seal of this Department, at the city of Washington, this twenty-eighth day of October, eighteen hundred and fifty.

THO. CORWIN,
Secretary of the Treasury.

MISSOURI DISTRICT, *sct.*

I, Benjamin F. Hickman, clerk of the circuit court of the United States for the Missouri district, do hereby certify, that the foregoing thirty-eight pages, including this, contains a correct copy of the interrogatories and account filed by defendants, and now among the papers in my office as clerk of said court, in the suit, decided at last April term, of United States against Amos J. Bruce and Franklin Steele; which copies are now attached to the transcript made out of said suit by order of the attorney of said Steele.

In witness whereof I hereunto subscribe my name, and affix the [SEAL.] seal of said court, at *at* office, in city of St. Louis, this 20th day of September, 1853.

BEN. F. HICKMAN, *Clerk.*

Fee for this transcript, $34 00.